

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
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BRYCE YOKOMIZO  
Director



April 6, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE BRATHWAITE BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**RECOMMENDATION TO APPROVE A CONTRACT WITH EACH OF THE  
THIRTEEN ALTERNATIVE PAYMENT PROGRAM AGENCIES  
IN LOS ANGELES COUNTY FOR THE PROVISION OF  
STAGE 1 CHILD CARE SERVICES  
TO CalWORKs PARTICIPANTS  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and execute 13 contracts, which have been approved as to form by County Counsel, substantially similar to the attached sample contract (Attachment I) with the 13 Alternative Payment Program (APP) agencies as set forth in Attachment II, which will include the individual agency costs from the attached exhibit (Attachment III) for the provision of Stage 1 Child Care Services to CalWORKs participants. The contracts will be for the term beginning May 1, 2004, or the day after Board approval, whichever is later, through June 30, 2006 at an estimated cost of \$356,108,339 fully funded by federal and State revenue; therefore, there is no net County cost (NCC) impact. The estimated cost for FY 2003-04 is \$27,392,949 and is included in the FY 2003-04 Final Adopted Budget. Funding for future years will be included in the Department's annual budget requests.

2. Delegate authority to the Director of DPSS, to prepare and sign amendments to each contract that result in any decrease, or any increase of no more than 25 percent of the rates in each respective contract when the change is necessitated by additional and necessary services that are required for the Contractors to perform in order to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO within ten business days after execution.
3. Approve the Request for Appropriation Adjustment for FY 2003-04 for the amount of \$11.0 million (Attachment IV) from Other Charges to Services and Supplies to accommodate payment of child care administrative costs to the APPs.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDATION**

The current contracts for these services expire April 30, 2004. On March 16, 2004, the Board approved a one-month extension of these contracts through April 30, 2004. Board approval of the recommendation will allow DPSS to continue seamless child care services delivery to CalWORKs parents which was set in place by the previous contract.

The appropriation adjustment is necessitated by technical fiscal requirements which requires payment of child care administrative costs, currently budgeted in Other Charges, out of Services and Supplies.

#### **Implementation of Strategic Plan Goals**

The recommendations are consistent with the principles of Countywide Strategic Plan Goal #5: Children and Families' Well-Being to improve the well-being of children and families in Los Angeles County by continuing and supporting the Department's efforts to provide the public with access to quality child care.

#### **FISCAL IMPACT/FINANCING**

The cost of the 13 contracts is estimated at \$356,108,339 of which \$53,275,505 is for administrative costs of the APPs to operate the program, including collocation staffing costs and outreach activities. The remaining costs are direct provider payments to child care providers for providing child care to children of CalWORKs participants. These costs are fully funded by federal and State revenue allocated for CalWORKs Stage 1 Child Care. There is no NCC impact.

The estimated cost for FY 2003-04 is \$27,392,949 and is included in the FY 2003-04 Final Adopted Budget but requires an Appropriation Adjustment to move funds from

Other Charges to Services and Supplies to accommodate payments of child care administrative costs to the APPs. Funding for future years, will be included in the Department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

California Education Code 8350 requires three stages of Child Care Services. Section 8351 of the same code requires county welfare departments to manage the first stage (Stage 1). Subsection 8351(e) allows counties to contract for any or all of Stage 1 Child Care Services. Stages 2 and 3 Child Care Services are under the jurisdiction of the California Department of Education (CDE). The CDE contracts with the same agencies as DPSS for child care services.

The current Stage 1 contracts went into effect January 1, 2001 and they will expire April 30, 2004. The County has contracted for Stage 1 Child Care Services since December 1998.

Per subsection 2.121.250B.1 of the County Code, these contracts are not subject to Prop A contract requirements and, thus, exempt from the Living Wage Ordinance.

Under the contracts, the APPs must ensure that the parent is provided with the necessary information and assistance to make an informed child care choice, determine that the parent is eligible to receive child care services, and process the child care certification within a specified time period. The contractors must also process provider payments.

The sample contract has been approved as to form by County Counsel.

The contracts will address performance measures, including fiscal deductions/sanctions for failure to meet the performance standards and will specify monitoring activities that will be performed by DPSS staff. Monitoring of measurable outcomes will include tracking the timeliness of the APPs' actions to authorize child care, ensuring the accuracy of the child care authorization actions, and the accuracy of child care payments. Past DPSS monitoring of these contracts has found that overall child care services are being provided to our CalWORKs participants in an efficient and effective manner. In addition to DPSS monitoring, the Auditor-Controller is monitoring these contracts as part of its Centralized Contract Monitoring Pilot.

All of the contracts contain a Termination for Convenience clause that allows the County to terminate with 30 days notice. The contract with Pomona Unified School District (PUSD) will continue to contain a mutual termination for convenience clause that requires 75 days notice to enable PUSD to notify its Board of Education and provide the required 45 days notice to its employees if staff were to be laid off.

All but two of the contracts are firm fixed price contracts. Because the California Department of Social Services requires contracts with other public agencies to be actual cost contracts, the City of Norwalk and the PUSD have additional clauses requiring them to periodically reconcile their billings to actual costs.

### **CONTRACTING PROCESS**

The California Department of Social Services has approved our intended action to execute these contracts as sole source contracts. There are no other agencies that can adequately perform this function. Seamless services between Stages 1, 2 and 3 is crucial in ensuring that CalWORKs participants continue to achieve their long term goals of self-sufficiency.

The contracts contain a cost-of-living adjustment clause that complies with the established Los Angeles County policy on such clauses.

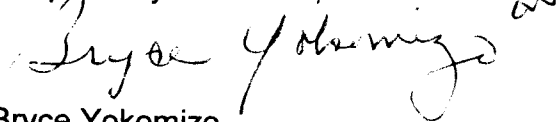
### **IMPACT ON CURRENT SERVICES**

The contracts will allow the County to continue to provide State required Stage 1 Child Care Services. Extending the contracts will not infringe on the rights of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

### **CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to send one approved copy of this Board Letter to the Director of DPSS.

Respectfully submitted,

  
Bryce Yokomizo  
Director

BY:ws

Enclosures

c: Chief Administrative Office  
County Counsel

# **CalWORKs STAGE 1 CHILD CARE SERVICES CONTRACT**



By and Between  
**COUNTY OF LOS ANGELES**  
**AND**  
Resource and Referral/Alternative Payment  
Program Provider Agencies

Prepared by  
Department of Public Social Services  
Contract Development Division  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411

May 2004

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**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**

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This Contract is made and entered into this first day of May 2004, by and between the County of Los Angeles (hereinafter "COUNTY") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

WHEREAS, \_\_\_\_\_ is qualified to provide the CalWORKs Child Care Resource and Referral and/or Alternative Payment Provider services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such child care services as referrals, orientation, case management, record maintenance, and payments; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, based upon non-competitive negotiation under Code of Federal Regulation 45, Part 74 (Administration of Grants) and California Department of Social Services regulations and policies, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and California Educational Code 8351 (e).

NOW, THEREFORE, the parties hereto agree as follows:

**I. APPLICABLE DOCUMENTS**

1. Attachments A, B, C, D, E, F, G, H, I, and J as set forth below, are attached to and form a part of this Contract.
2. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, between the body of this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:
  - 2.1 Attachment A - Statement of Work and Technical Exhibits
  - 2.2 Attachment B - Bidder's/Offeror's EEO Certification and Bidder's/Offeror's Nondiscrimination in Services Certification
  - 2.3 Attachment C - Grounds for Rejection



- 2.4 Attachment D - CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
  - 2.5 Attachment E - Contractor Budget
  - 2.6 Attachment F - Contractor Invoice Format
  - 2.7 Attachment G - Monthly Management Report Format
  - 2.8 Attachment H - Internal Revenue Notice 1015
  - 2.9 Attachment I - Zip Codes Served by Each R&R/APP
  - 2.10 Attachment J - Safely Surrendered Baby Law
3. This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

## **II. TERM OF CONTRACT**

The term of this Contract shall commence May 1, 2004 or the day following Board of Supervisors' approval, whichever is later, and shall continue through June 30, 2006.

CONTRACTOR shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notice to the Department of Public Social Services at the address provided herein.

## **III. INTERPRETATION**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

### **1. Agency Senior Executive:**

The individual designated in Section VII, Paragraph 35.3 A. to receive official notices on behalf of the CONTRACTOR.

### **2. Board of Supervisors**

The Board of Supervisors is the governing body of the County of Los Angeles.

### **3. Business Days**

Business days are Monday through Friday, excluding COUNTY holidays.

4. Contractor Hearing Board

The County Board which adjudicates evidentiary hearings on the malfeasance of contractors when the contracting County Department moves to debar the contractor from retaining a current contract or bidding on future contracts.

5. Contractor

The governmental agency or non-profit corporation which has entered into a contract with the COUNTY to perform or execute the work specified in this Contract.

6. Contract Manager

The individual designated by CONTRACTOR to administer the contract operations after the contract award.

7. County Contract Administrator (CCA)

The person designated by the COUNTY to administer the contract on a daily basis.

8. Department of Public Social Services (DPSS)

COUNTY department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County. This Department is required by CDSS to provide services which assist participants of CalWORKs to qualify for, locate and retain appropriate unsubsidized employment through the CalWORKs Program.

9. Director

The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

10. Fiscal Year (FY)

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

11. Subcontractor - An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work. Subcontractors shall not include child care providers.

#### **IV. COMPENSATION**

CONTRACTOR compensation shall consist of the following three components:

1. Operational/Administrative Fees

CONTRACTOR shall invoice, and COUNTY shall pay, the pay point rate of \$124.58 times the number of cases handled by CONTRACTOR each month. CONTRACTOR shall invoice per the provisions in Part V., Invoicing.

- 1.1 The pay point rate shall be applied to the following:
- A. Those cases that are authorized for the first time in the current month (not to include retroactive months);
  - B. Cases with ongoing authorizations at any time during the month;
  - C. Cases which received a licensed referral, but did not have an authorization in the month;
  - D. Cases where retroactive child care payments are approved (not to exceed two months for any retroactive case), and;
  - E. After School Enrichment cases.

CONTRACTOR shall count each case only once in any given month.

- 1.2 CONTRACTOR shall issue to COUNTY, no later than July 15, 2006, a list and diskette of providers with outstanding Provider Payment Requests for child care rendered prior to July 1, 2006, for whom no payment was issued, unless COUNTY and CONTRACTOR have entered into a new contract which sets a later date for the delivery of such a list and diskette. COUNTY shall reconcile CONTRACTOR list to ensure previous payment has not been issued prior to assuming sole responsibility for receiving outstanding Provider Payment Requests and issuing requested payments after June 30, 2006. If COUNTY disagrees with the CONTRACTOR'S list of Provider Payment Requests, COUNTY and CONTRACTOR shall meet within ten (10) calendar days and resolve the disagreement.

Should Contract be terminated prior to its expiration date, the list and diskette of Provider Payment Requests shall be submitted to COUNTY within fifteen (15) calendar days of the expiration date.

- 1.3 Notwithstanding Paragraph 1 above, the contract amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, 2005, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

2. Fixed Fees:

COUNTY shall pay to CONTRACTOR a fixed monthly fee for collocation staffing and shall reimburse CONTRACTOR for Outreach activity actual costs as set forth below: both included in the Contractor Budget, Attachment E.

2.1 For the term of this contract, the fixed monthly fee for collocation staffing shall be \$XX per month.

2.1.1 CONTRACTOR shall, with prior approval from COUNTY, adjust collocation staffing. The fixed monthly fee, based on either an increase or decrease of staff, shall be proportionately adjusted, and a contract amendment executed per Part VII, Section 5.0.

2.1.2 Notwithstanding Paragraph 2.1 above, the fixed monthly fee for collocation staffing shall be increased equal to the percentage COLA approved as specified in Paragraph 1.3 above.

2.2 For the term of this contract, the Outreach activities fee shall not exceed the maximum of \$XX per year for the remainder of FY 2003-04 and \$XX per FY thereafter.

3. Direct Provider Payments:

CONTRACTOR shall make direct provider payments for child care rendered as provided for in the Statement of Work. COUNTY shall reimburse CONTRACTOR monthly for the actual amount of direct provider payments issued.

If this Contract is terminated for convenience of COUNTY, per Section VII, Paragraph 45.1, TERMINATION FOR CONVENIENCE OF COUNTY, or a new contract does not continue the services of this Contract beyond June 30, 2006, CONTRACTOR shall make no Direct Provider Payments after termination date of contract and shall forward all outstanding invoices to COUNTY.

4. Contractor Budget:

CONTRACTOR budget in Attachment E is included for the purpose of providing an estimated cost basis for the negotiated fee-per-unit of services (pay point rate) and for the fixed monthly payment amount, and to establish general levels of total staffing which CONTRACTOR anticipates will be needed to complete the work required by the contract.

CONTRACTOR may amend its budget and staffing without prior approval of the COUNTY, except that CONTRACTOR must maintain its collocation staffing at the level indicated in the collocation portion of the budget. CONTRACTOR will report its total full-time equivalent staffing paid by this contract, not including staff paid through indirect funds, on each Monthly Management Report, which will include the following:

- A. Total current full-time equivalent positions assigned to this contract;
- B. Current full-time equivalent employees assigned to this contract;
- C. Current full-time equivalent positions temporarily vacant for which new staff are being recruited, and;
- D. A count of CONTRACTOR employees paid by contract funds.

## V. INVOICING

1. CONTRACTOR shall invoice COUNTY and COUNTY shall pay CONTRACTOR for the services and direct provider payments described in Section IV, Paragraphs 1. through 3., above.
2. CONTRACTOR shall invoice the COUNTY on a monthly basis, by the 15<sup>th</sup> working day of each month for the previous month, using the STAGE 1 CONTRACTOR MONTHLY INVOICE FORM, with the Monthly Activity Report, Attachment G, which reflects the four (4) payment points.
  - A. Operational/Administrative Fee, and
  - B. Fixed Fee, and
  - C. Outreach Activities costs, and
  - D. Actual Direct Provider Payments issued.
- 2.1 CONTRACTOR shall breakout and subtotal the Operational/Administrative Fee and Actual Direct Provider Payments issued according to five (5) programmatic subcategories:
  - A. GEARS Cases (participants who do not fall into any of the other four subcategories, B.-E. below);
  - B. Exempt - Not on GEARS;
  - C. Licensed - Not on GEARS;
  - D. ASE - On Aid;
  - E. ASE - Off Aid.
- 2.2 CONTRACTOR shall submit invoices to:

Department of Public Social Services  
Special Operations Section  
3435 Wilshire Blvd., 8<sup>th</sup> Floor  
Los Angeles, CA 90010

Attn: Lynette Truesdale
- 2.3 Upon receipt of complete CONTRACTOR'S Monthly Invoice and Monthly Activity Report, Attachment F, with records of regular Stage 1 participants, Exempt and Licensed participants not on GEARS, and After School Enrichment Program participants receiving cash aid, and After School Enrichment Program cases with participants off cash aid, which are not on GEARS, COUNTY will pay the amount billed by CONTRACTOR. COUNTY will then reconcile invoices for accuracy and documentation. Within fifteen (15) work days of receipt of invoice and documentation, the SOS will provide CONTRACTOR with a notice of the results of the month's reconciliation, including any non-supported claims for payment which will be deducted from future invoices. CONTRACTOR and COUNTY shall work together to resolve the discrepancies. CONTRACTOR shall attempt to respond, with documentation, to COUNTY's notice of the results of the reconciliation within twenty (20) calendar days. COUNTY shall attempt to reply to CONTRACTOR responses within twenty (20) calendar days. If

resolution has not been reached, CONTRACTOR shall request an in-person meeting coordinated by the Contract Development Division, which shall be scheduled within ten (10) calendar days. If resolution of discrepancies results in an additional amount owed CONTRACTOR, COUNTY shall issue a supplemental check to CONTRACTOR for the month within fourteen (14) calendar days. If resolution of discrepancies results in an overpayment to CONTRACTOR, COUNTY shall deduct the overpayment amount from the CONTRACTOR's next invoice.

2.3.1 COUNTY shall route to CONTRACTOR's designated printer by fifth (5th) working day of each month, a Detail Report of Stage 1 Child Care Payments with APP-ID's Attached ("Detail Report") to reconcile GEARS records to CONTRACTOR's Monthly Activity Report.

2.3.2 COUNTY and CONTRACTOR have a mutual interest in minimizing the number of discrepancies between CONTRACTOR's Monthly Invoice and the Detail Report. Therefore, COUNTY and CONTRACTOR will:

2.3.2.1 Ensure that CONTRACTOR'S Monthly Invoice and Monthly Activity Report and the Detail Report cover one calendar month, exactly, and do not include any authorizations or payments made in any other month, as specified in Paragraph 2.4 below.

2.3.2.2 CONTRACTOR will make every effort to input into GEARS all authorizations and payments made in a month by the last day of the month.

2.3.2.3 CONTRACTOR and COUNTY will maintain identical formats between the CONTRACTOR's Monthly Activity Report and the Detail Report, except that CONTRACTOR's Monthly Activity Report shall not include the Parent Identification Number (PID) or Child Identification Number (CID). A change to either report shall only be made if there is an identical change made to the other report, effective the same month.

2.4 CONTRACTOR shall make any corrections or additions to a prior Monthly Invoice, including retroactive authorizations for any prior month, using the CONTRACTOR Invoice Adjustment Page, which shall be submitted along with the CONTRACTOR's Monthly Invoice. Corrections or additions to all prior months shall be included on a single Adjustment Page. Additional authorizations or direct provider payments shall be itemized on the Monthly Activity Report in a section separate from payments which are included on page 2 of the CONTRACTOR's Monthly Invoice, and shall be organized in the same order as described in paragraphs 2 and 2.1 above. CONTRACTOR may include on the Contractor Operational/Administrative Invoice Adjustment Page no more than two months administrative fees for

processing retroactive authorizations, including months in a prior fiscal year or months prior to the start of this Contract, on the basis that CONTRACTOR's work is performed and direct provider payments are made in the current fiscal year.

No retroactive administrative fees will be paid to CONTRACTOR if the reason the authorization is being completed retroactively is due to CONTRACTOR's delinquent processing of the authorization.

3. COUNTY shall pay CONTRACTOR invoices within fifteen (15) calendar days of receipt and validation of each complete invoice, except for any reduction due to discrepancy, as specified in Paragraph 2.3 above.
4. After CONTRACTOR files its annual final invoice, including any adjustments for prior months, if COUNTY determines that CONTRACTOR has been underpaid, COUNTY shall pay CONTRACTOR's approved final invoice within 30 calendar days of receipt of invoice and determination funds are owed CONTRACTOR. If COUNTY determines that CONTRACTOR has been overpaid, CONTRACTOR shall pay COUNTY within 30 days of receipt of invoice. If CONTRACTOR does not agree on the amount owed, COUNTY and CONTRACTOR shall meet within 10 calendar days and resolve the disagreement.
5. The final invoice for each fiscal year shall be due no later than August 15<sup>th</sup> of the following fiscal year. COUNTY shall not be liable for services rendered for final invoices received more than twenty (20) calendar days following final invoice due date.
6. Quarterly Reconciliation: **(NORWALK AND PUSD ONLY)**

#### 6.1 Invoices

- 6.1.1 COUNTY will reconcile CONTRACTOR's monthly invoice quarterly. CONTRACTOR shall submit an original Reconciliation Invoice to the Special Operations Section within thirty (30) calendar days following the end of each quarterly reconciliation period. The Reconciliation Invoice shall detail actual cost expenditures of the CONTRACTOR for the prior Contract quarter. The first Reconciliation Invoice for this Contract shall cover the first two-month period of direct services (May 2004 through June 2004).
- 6.1.2 CONTRACTOR shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Attachment E, CONTRACTOR's Budget, which includes but is not limited to the following:
  - 6.1.2.1 Administrative costs and support services costs.
  - 6.1.2.2 Personnel expenditures by pay classification, salaries, etc.

- 6.1.2.3 Contract expenditures not listed above per 6.1.2.1 and 6.1.2.2 shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
- 6.1.2.4 Any prorated cost(s) shall be clearly identified on the Reconciliation Invoice.
- 6.1.3 Any reconciling adjustments to the monthly payment will be handled in accordance to the provisions as stated below:
  - 6.1.3.1 Payment to CONTRACTOR may be subject to deduction for liquidated damages, as defined in Part V, Terms and Conditions.
  - 6.1.3.2 CONTRACTOR shall provide details for under-payments and/or over-payments claimed on the Reconciliation Invoice. COUNTY shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditure reported.
  - 6.1.3.3 COUNTY has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been received and processed by COUNTY.
  - 6.1.3.4 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against the following month's payments hereunder to CONTRACTOR.

In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract for each fiscal year of the Contract.

## **VI. ADVANCES AND SETTLEMENTS**

It is the intent of COUNTY and CONTRACTOR to provide CONTRACTOR advance funds to enable CONTRACTOR to immediately make direct provider payments, and to cover CONTRACTOR'S operational/administrative services and fixed fee costs.

1. COUNTY shall provide CONTRACTOR with advance funds for both operational/administrative services and direct provider payments. The amount of advance funds in the CONTRACTOR's predecessor contract that expires April 30, 2004 shall be carried over to this contract.



2. At any point that direct provider payments are increasing so rapidly that the CONTRACTOR would not have sufficient advance funds on hand to immediately pay all direct provider payments, CONTRACTOR may request an additional advance so that all providers may be paid on time. Such request shall be in writing and include justification of need and a detailed accounting of all advance payments to date. COUNTY shall determine the amount of the additional funds to be provided to CONTRACTOR and shall issue the determined amount within 15 days of receipt of written request. Notwithstanding any other section of this Agreement, CONTRACTOR shall not be required to issue direct provider payments except from funds provided by the COUNTY, and no points pursuant to Technical Exhibit 13.1, PERFORMANCE REQUIREMENTS SUMMARY, shall be assessed against CONTRACTOR if a delay in making direct provider payments is due to insufficient funds from COUNTY.
3. COUNTY shall recoup all advances by June 30 of each Fiscal Year by offsetting the advances from the CONTRACTOR's invoices. Recovery of the Operational/Administrative advance funds shall be made by offsets to the CONTRACTOR's April and May invoices. Recovery of the Direct Provider Payment advance funds shall be made by offsets to the CONTRACTOR's April, May and June special invoices. COUNTY shall provide CONTRACTOR with a notice of the recovery process, similar to the notice issued in May 2003 for Fiscal Year 2002-03 advance recovery providing the details of the recovery and the dates that all invoices must be submitted. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) calendar days of the final determination by COUNTY of the amount of the payment.
4. COUNTY shall immediately reissue advances by July 10 of the new Fiscal Year to ensure CONTRACTOR has sufficient funds to meet July expenses.
5. At the end of the Contract, COUNTY shall recoup all advances by offsetting the advances from CONTRACTOR's final two months services' invoices. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within thirty (30) calendar days of the final determination by COUNTY of the amount of payment. All advances each Fiscal Year must be recouped by June 30.

## **VII. FURTHER TERMS AND CONDITIONS**

### **1. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 1.1 CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135, California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement

CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification", Attachment D, hereunder.

1.2 COUNTY will provide civil rights complaint forms, PA 607, to CONTRACTOR for use by CalWORKs participants in reporting civil rights complaints.

1.3 All civil rights complaints shall be sent directly to:

County of Los Angeles  
Department of Public Social Services  
12860 Crossroads Parkway South  
City of Industry, CA 91746-3411  
Attention: Civil Rights and Language Services

1.4 CONTRACTOR shall, upon receipt of notice from COUNTY, withhold all CalWORKs referrals to any provider who is deemed to be acting in a discriminatory manner.

2. AUDIT SETTLEMENT - If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to CONTRACTOR then CONTRACTOR shall repay the difference to COUNTY by cash payment within thirty (30) days of the final audit report to the Board of Supervisors. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY'S maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

COUNTY will notify CONTRACTOR of any audit dispute and permit CONTRACTOR to participate in any response. Nothing in this section constitutes a waiver of CONTRACTOR'S rights and remedies.

3. AUTHORIZATION WARRANTY - CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

4. BUDGET REDUCTIONS - In the event that COUNTY'S Board of Supervisors reaffirms or adopts in any Fiscal Year a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by CONTRACTOR under this Contract. COUNTY'S notice to CONTRACTOR

regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract. This paragraph 4. shall not be applied retroactively.

5. CHANGES AND AMENDMENTS OF TERMS - The Parties may change through negotiation any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Contract Administrator and CONTRACTOR'S Contract Manager.

5.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and CONTRACTOR except as provided in Paragraph 5.3 herein below.

5.3 Director may prepare and sign amendments to this Contract without further action by the Board of Supervisors under the following conditions:

A. Amendments shall be in compliance with applicable County, State, and federal regulations.

B. Any increase in any specific administrative fees established under Section IV, Compensation, shall not exceed twenty-five percent (25%) annually and must be fully financed by State and federal funds. Any negotiated Contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for CONTRACTOR to comply with changes in federal, State or COUNTY requirements.

C. The County Board of Supervisors and the State of California have appropriated sufficient funds.

D. The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment of this Contract.

6. CHILD/ELDER ABUSE/FRAUD REPORTING

6.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

- 6.2 Child Abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days.
- 6.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 6.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY.
- 6.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR'S compliance with Section VII, paragraphs 6.1 through 6.5, whether due to CONTRACTOR'S passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.
7. COMMUNICATION - CONTRACTOR shall endeavor to maintain the good will and spirit of cooperation that exists between COUNTY and welfare advocacy groups who represent participants provided services under this Contract. Cooperation shall include verbal and written communications, attendance at meetings and submission of written materials for CalWORKs participants, as also specified in Attachment A, Statement of Work, Paragraph 9.1.5.
8. COMPLAINTS - CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide to COUNTY a written CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 8.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit to COUNTY the revised written plan within five (5) business days.

- 8.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

9. COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") and codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (2/26/02 BOS adopted Ordinance Chapter 2.203, Amended 6/11/02).

- 9.1 Unless CONTRACTOR has demonstrated to the County's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
- 9.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 9.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the

COUNTY's satisfaction the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 9.4 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

10. COMPLIANCE WITH LAWS

- 10.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required thereby to be included herein, are hereby incorporated by reference. These shall include, but are not limited to:

- a. All-County Letter 97-73 dated 10/29/97 re: CalWORKs Implementation-Child Care
  - b. All-County Letter 98-08 dated 2/18/98 re: Child Care Providers Exempt from Health & Safety Self-Certification Requirements and Trustline Exemptions
  - c. CDSS Regulations Division 22-000 (In Entirety) re: Appeals and State Hearings
  - d. All-County Information Notice I-86-80 dated 3/13/81 re: Addresses on NA Backs
  - e. All-County Letter 84-01 dated 1/3/84 re: King v. McMahon
  - f. All-County Information I-139-79 dated 12/12/79 re: Change in Time Period for Appeal Affecting Publications
  - g. All-County Information Notice I-47-77 dated 5/31/77 re: Translated Fair Hearing Decisions
  - h. All-County Letter 74-114 dated 6/24/74 re: Implementation of Fair Hearing Decision Where Hearing Requested By County
  - i. CDSS Regulations Division 22-000 dated 7/1/83 re: Notice of Action Timeliness Guidelines
  - j. All-County Letter 98-46, dated 7/1/98, CalWORKs Child Care Regulations
  - k. All-County Letter 98-52, dated 7/9/98, Regulations: Trustline and Health and Safety
  - l. All-County Letter 99-63 dated 09/07/99 re: CalWORKs Stage One Child Care Program
    - *Social Security Act*
    - *State Energy and Efficiency Plan (Title 24, California Administrative Code)*
    - *Clean Air Act (Section 306, 42 USC 1857 (h))*
    - *Clean Water Act (Section 508, 33 USC 1368)*
    - *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
- \_\_\_All current applicable Health & Safety, Trustline directives released by CDSS.

— California Welfare and Institutions Code  
— *California Department of Social Services (CDSS) Manual of Policies and Procedures*

- 10.2 If CONTRACTOR is required to maintain any licenses to perform the services under this Contract, CONTRACTOR shall maintain such licenses on file.
- 10.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from an intentional or unintentional violation on the part of the CONTRACTOR of such laws, rules, regulations and ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

## 11. CONFIDENTIALITY

- 11.1 CONTRACTOR shall maintain the confidentiality of all records and information, including but not limited to billings, COUNTY records and client records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR providing services hereunder shall sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment D hereunder.
- 11.2 Under applicable law, including without limitation (California Welfare and Institutions Code Sections 10850 et seq. and 17006), all of the welfare case records and information pertaining to individuals receiving aid are confidential and no information related to any individual welfare case records or welfare cases shall be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated.

## 12. CONFLICT OF INTEREST

- 12.1 CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein, or does or shall have any direct or indirect financial interest in this Contract. CONTRACTOR shall sign and submit to DPSS the Grounds for Rejection form (Attachment C).
- 12.2 CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Section 2.180.010, "Certain Contracts Prohibited", and represents that its execution of this Contract is not in violation of those provisions.

- 12.3 CONTRACTOR employees on public assistance shall not access or attempt to access their own public assistance records. Further, all employees performing services hereunder, including those on public assistance shall sign a Contractor Employee Acknowledgment and Confidentiality Agreement (Attachment D) agreeing thereby that he/she will not, except in the ordinary course of the performance of his/her official duties, access the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.
13. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS - Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.
14. CONSIDERATION OF HIRING GAIN AND GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT - Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, to perform the services set forth herein, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work Program (GROW) who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
15. CONTRACT TERMINATION TRANSITION
- 15.1 Two months prior (or shorter time period if determined by COUNTY) to termination or expiration of this Contract, CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR'S current operation without additional costs to the COUNTY. This transition shall include any and all specific tasks and standards required of the CONTRACTOR pursuant to Attachment A, Statement of Work and Technical Exhibits, of this Contract.
- 15.2 CONTRACTOR shall provide assistance for an orderly transition of the work back to COUNTY or another CONTRACTOR by the provision of personnel, plans and training. During this transition period CONTRACTOR shall continue to process work timely/accurately so that the operation is current at the termination or expiration of this Contract.



16. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S District Attorney will supply CONTRACTOR with the poster to be used.

17. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child and Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.
- B. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the contract, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- C. COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness or

capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

- D. If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
  - E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
  - F. A record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
  - G. These terms and conditions also apply to any sub-contractors/sub-consultants of CONTRACTOR.
19. COUNTY LOBBYISTS - CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.
20. COUNTY'S QUALITY ASSURANCE PLAN - The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur

consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

21. COVENANT AGAINST FEES - CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this Contract and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
22. DELEGATION AND ASSIGNMENT OF DUTIES - CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part without the prior written consent of COUNTY. In the event of a breach of this provision, this Contract may be forthwith terminated.
23. DISCLOSURE OF INFORMATION - CONTRACTOR, its employees, agents and subcontractors may not publish or disseminate any advertisements, press releases, or feature articles, using the name of COUNTY without prior written notice to the CCA. COUNTY shall have a five (5) business day review period to respond in writing with its comments.
24. EMPLOYMENT ELIGIBILITY VERIFICATION - CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all employees performing services under this Contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its employee. CONTRACTOR shall secure and retain verification of employment eligibility from any new employee in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing. This Section 24. does not apply to child care providers.
25. FISCAL ACCOUNTABILITY - CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.
26. FORCE MAJEURE - In the event that performance by either party is rendered impossible (temporarily or permanently) by governmental restrictions, regulations controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performance which is excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

27. GOVERNING LAWS AND VENUE

- 27.1 This Contract shall be construed in accordance with and governed by the laws of the State of California.
- 27.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted and the parties' duties and obligations under this Contract shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Contract.
- 27.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

28. INDEMNIFICATION

- 28.1 COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its directors, officers, employees, agents, and representatives from and against any and all liability, claims, lawsuits, demands, costs and expenses of any nature whatsoever ("claims"), including without limitation defense costs, legal fees and claims based on federal and California constitutions, federal and California law, including, without limitation employment, labor, tax and workers' compensation laws, and claims for bodily injury, death, personal injury or property damage, which arise out of, relate to, result from or are connected with CONTRACTOR's services, activities, acts, errors or omissions in administering license-exempt child care on behalf of COUNTY under this Contract.
- 28.2 COUNTY's obligation to indemnify, defend and hold harmless CONTRACTOR hereunder shall survive the expiration or termination of this Contract between COUNTY and CONTRACTOR.
- 28.3 Without in any manner limiting or diminishing COUNTY's obligations to CONTRACTOR as set forth in Paragraphs 28.1 and 28.2 above, and except as set forth in subsection 28.3.1 below, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from CONTRACTOR's acts and/or omissions in connection with its operations or its services.
- 28.3.1 If COUNTY and CONTRACTOR are both named as defendants (or COUNTY, but not CONTRACTOR, is named as a defendant) in a legal action regarding which CONTRACTOR did not breach a contractual duty it owed to COUNTY under an express provision of this contract, each party shall bear its own defense costs, and be

responsible for its own liability. In such case, COUNTY will not seek indemnification from CONTRACTOR.

29. INDEPENDENT CONTRACTOR STATUS - This Contract is by and between the COUNTY of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Contract.
30. GENERAL INSURANCE REQUIREMENTS - Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following program(s) of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

It is understood that insurance requirements, as specified in this Section 30, apply to CONTRACTOR, CONTRACTOR's employees and subcontractors. It is understood that providers are not subcontractors of this contract.

#### 30.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to Department of Public Social Services, 12900 Crossroads Parkway South, 2<sup>nd</sup> Floor, City of Industry, California 91746-3411, Attention: Contract Development Division, prior to commencing services under this Contract. Such certificates or other evidence shall:

Specifically identify this Contract.

Clearly evidence all coverages required in this Contract.

Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, except that if the cancellation is due to non-payment, the written notice by mail may be only by ten (10) days in advance of cancellation.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from the Contract.

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense.

Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

30.2 Failure by CONTRACTOR to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

30.3 CONTRACTOR shall report to COUNTY:

30.3.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which results in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within one (1) business day of occurrence.

30.3.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

30.3.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the CCA.

30.3.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or, securities entrusted to CONTRACTOR under the terms of this Contract. Provider payment fraud shall be reported as specified in Statement of Work, Section 10, Fraud Referrals.

30.4 Insurance Coverage Requirements:

30.4.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

30.4.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired”, and “non-owned” vehicles, or coverage for “any auto”.

30.4.3 Property Coverage: Personal property insurance endorsed naming the County of Los Angeles as loss payee, providing deductibles of no greater than 5% of the property value, and providing special form (“all-risk”) coverage of the full replacement value of County-owned or leased property. This coverage shall apply to the County property described in Section 3.1.1. of the Statement of Work.

30.4.4 Workers' Compensation: Worker’s Compensation and employers’ liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

30.4.5 Crime Coverage: Insurance protecting against Employee Dishonesty with limits not less than \$100,000 per occurrence covering against loss of money, securities or other property referred to in this Agreement, and naming the COUNTY as loss payee.

30.4.6 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or CONTRACTOR insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

30.4.7 Insurance Coverage Requirements for Sub-contractors: CONTRACTOR shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- .1 CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or
- .2 CONTRACTOR providing evidence submitted by sub-contractor evidencing that sub-contractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

31. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 31.1 The COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 31.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purposes hereof are appropriated by the State and by COUNTY'S Board of Supervisors.
- 31.3 COUNTY shall immediately notify CONTRACTOR in writing of such non-appropriation at the earliest possible date.
- 31.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section VII, Paragraph 45, shall apply.

32. NONDISCRIMINATION AND AFFIRMATIVE ACTION IN EMPLOYMENT

- 32.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental disability, marital status or political affiliation, in compliance with *U.S. Executive Order 11246, entitled "Equal Employment Opportunity", and amended by U.S. Executive Order 11375 and supplemented by 41 Code of Federal Regulations, Part 60, and all other applicable Federal and State anti-discrimination laws and regulations.*
- 32.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 32.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.



- 32.4 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 32.5 CONTRACTOR shall ensure that Equal Employment Opportunity (EEO) notices and State-approved Civil Rights poster, "Equal Under the Law", are posted in all CONTRACTOR'S facilities where they are easily accessible to CONTRACTOR'S employees.
- 32.6 CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification", Attachment B hereunder.

33. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING TERMINATION

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of the Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of the Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of the Contract.

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT - CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Notice 1015 (Attachment H).

35. NOTICES

- 35.1 Notices of Meetings and Public Hearings - CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by COUNTY. COUNTY will give five (5) business days prior written notice to CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting. CONTRACTOR may request meetings with COUNTY as needed with three (3) business days advance written notice. The advance notice

requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

35.2 Notice of Problems/Delays - Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), of confirming corrective action to the satisfaction of the party that originated the notice.

35.3 Delivery of Notices - Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect shall, at the option of the party giving notice, be given by personal delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. All notices pertaining to termination and/or notice to cure shall be sent by certified mail, return receipt requested.

A. Notices to CONTRACTOR - All notices and the envelopes containing same shall be addressed to CONTRACTOR as follows:

**(INDIVIDUAL AGENCY INFORMATION TO BE INSERTED)**

B. Notices to COUNTY - All notices and envelopes containing same shall be addressed to COUNTY as follows:

Ida L. Rivera, Chief  
Contract Development Division  
12900 Crossroads Parkway South, Second Floor  
City of Industry, California 91746

C. Change of Address - Either party can designate a new address by giving written notice to the other party.

D. Suspension or Termination Notices - In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

E. Verbal Contract Discussions - The Contract Manager, or alternate designated in writing to act in CONTRACTOR'S behalf, shall respond to CCA or alternate verbal inquiries within twenty-four (24) hours, excluding weekends and holidays.

36. OWNERSHIP OF EQUIPMENT - COUNTY shall be the sole owner of any equipment purchased under this Contract by CONTRACTOR with COUNTY/ State appropriated funds or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract. Upon termination of the Contract said equipment shall be transferred to COUNTY.
37. PERFORMANCE REQUIREMENTS - If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 13.1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section VII, Paragraph 46, TERMINATION FOR DEFAULT OF CONTRACTOR. This Paragraph 37 shall not in any manner restrict or limit COUNTY'S right to terminate this Contract for convenience per Section VII, Paragraph 45.
38. PROPRIETARY RIGHTS - COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract and paid for with funds from this Contract.
39. RECORD RETENTION AND INSPECTION
- 39.1 Subject to Paragraph 2 above, concerning Audit Settlement, CONTRACTOR agrees that COUNTY or Auditor-Controller (A-C) or their designee, State and federal representatives or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract during normal business hours. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be retained by CONTRACTOR for a period of five (5) years after the term of this Contract unless Director's written permission is given to dispose of such material prior to the end of such period. In case of a dispute, the disputed records shall be retained until the dispute is resolved even though the five (5) year record retention period has been exceeded.
- 39.2 COUNTY hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of CONTRACTOR'S invoices for services provided can be confirmed. County shall, except in case of emergency, give 48 hours written notice.
40. RECYCLED BOND PAPER - Consistent with the Board of Supervisor's policy to reduce the amount of waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible during the term of the contract.

41. RULES AND REGULATIONS - During the time that CONTRACTOR'S employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. COUNTY shall provide CONTRACTOR with said rules and regulations and it is the responsibility of CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.
42. SAFELY SURRENDERED BABY LAW - CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at: [www.babysafela.org](http://www.babysafela.org) for printing purposes.

43. SUBCONTRACTING

- 43.1 No performance of duties and obligations under this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of DPSS Director.
- 43.2 Approval of any subcontract of duties and obligations hereunder shall be at the discretion of the Director, or designee, and shall be issued or denied within fifteen (15) business days of receipt of CONTRACTOR'S written request.
- 43.3 Said subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Unless specifically approved in writing, approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowability of any cost pursuant to this Contract. CONTRACTOR'S request for approval to enter into a subcontract shall include:

- A. Description of the services to be provided by the subcontract.
  - B. Identification of the proposed subcontract or an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.
  - C. The proposed subcontract amount, together with CONTRACTOR's cost or price analysis thereof.
  - D. A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by COUNTY before such modification or amendment is effective.
- 43.4 In the event that consent is given, any subcontracts of duties and obligations hereunder entered into by the CONTRACTOR shall be subject to the requirements of the California Department of Social Services MPP Section 23-604, Contract Provisions, which shall apply to contracts and to subcontracts of any tier under such contracts. When CDSS provides COUNTY notices of changes in State regulations, COUNTY will provide same to CONTRACTOR.
- 43.5 Anyone, including subcontractor, having access to applicant/participant data at any stage of the Contract must abide by COUNTY's participant confidentiality requirements. This shall include all CalWORKs child care stages.
- 43.6 In the event COUNTY should consent to the subcontracting of duties and obligations hereunder, CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM - Failure of CONTRACTOR to maintain compliance with requirement set forth in Paragraph 17. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be the ground upon which the County Board of Supervisors may terminate this Contract pursuant to Paragraph 46. "TERMINATION FOR DEFAULT OF CONTRACTOR".
45. TERMINATION FOR CONVENIENCE OF COUNTY
- 45.1 Performance of services under this Contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) calendar days prior written Notice of

Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

45.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

- A. Immediately stop services, which shall include elimination of all new costs and expenses and all other ongoing costs and expenses under this Contract on the date and to the extent specified in the Notice of Termination;
- B. Taking all reasonable and necessary steps to cancel all leased or rented space agreements entered into through June 30, 2006 to perform the services terminated hereunder;
- C. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- D. After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined within five (5) months of the effective date of termination. COUNTY shall include with the payment a statement explaining COUNTY'S determination of the payment.

45.3 Subject to the provisions of the subparagraph 45.2 immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR for costs incurred by reason of the total or partial termination of work pursuant to this clause. The negotiated amount shall not result in Operational/Administrative Fees exceeding the pay point rate in Part IV, Paragraph 1. times the average monthly number of cases from May 1, 2004 to the termination date times the number of months remaining in the contract, and number of months billed but not yet paid, and shall not result in fixed or Outreach Fees for the year exceeding the monthly fees in Section IV, Paragraph 2.1 times the number of months remaining in the contract, and the number of months billed but not yet paid. CONTRACTOR's termination claim and invoice may include, but not be limited to, the following costs:

- A. Costs for that part of the work already performed prior to the effective date of the total or partial termination;

- B. Remaining costs of rental or leased space agreements, if any, after CONTRACTOR's compliance with this Section VII, Paragraph 45.2B.

Such costs shall not exceed the remainder of \$XXX for rental and leased space agreements through June 30, 2006;

- C. Staff costs incurred in Contract close down;
- D. Other costs, if any, incurred pursuant to the total or partial termination, such as copying of files and documents.

45.4 COUNTY shall pay the agreed amount, within sixty (60) days of receipt of CONTRACTOR'S termination claim, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated or completed.

45.5 Said amount shall include all payments due CONTRACTOR through the date upon which such termination becomes effective and in accordance with Section VII, Paragraph 33. CONTRACTOR shall not incur new costs which extend beyond the termination date.

45.6 Upon termination of this Contract, CONTRACTOR shall deliver to DPSS all reports, computer software programs and COUNTY equipment within ten (10) business days after effective date of termination of this Contract. COUNTY shall acknowledge in writing receipt of all items described in this paragraph, and CONTRACTOR shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements of this Contract, as defined in this Section VII, Paragraph 39.

45.7 In the event of termination of this Contract, CONTRACTOR shall comply with the provisions of Record Retention and Inspection, Section VII, Paragraph 39.

#### 46. TERMINATION FOR DEFAULT OF CONTRACTOR

46.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

- A. If CONTRACTOR fails to perform the service within the time specified, or with prior COUNTY approval, any extension thereof, or
- B. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of

ten (10) business days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

46.2 If, after giving Notice of Termination of this Contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination for Convenience of COUNTY, Section VII, Paragraph 45. In such case, CONTRACTOR shall adhere to the termination provisions of the Section VII, Paragraph 45 herein above. Agreement to the provisions of this Section VII shall in no way constitute a waiver by CONTRACTOR of any of its rights and remedies.

47. TERMINATION FOR IMPROPER CONSIDERATION - COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

48. TIMELY COMPLETION - Time is of the essence in this Contract's performance.

49. USE OF COUNTY PREMISES - CONTRACTOR shall use COUNTY space and services as follows:

49.1 PURPOSE OF SCOPE OF UTILIZATION - Under this Contract, CONTRACTOR shall utilize COUNTY premises designated as collocated sites as set forth in, Technical Exhibit 13.6, hereunder. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

49.2 OPERATIONAL SPACE AND RESPONSIBILITIES - CONTRACTOR shall:



- A. Keep the area occupied in a clean and sanitary manner.
  - B. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
  - C. Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR's activities on the premises.
  - D. Upon termination or expiration of the Contract, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by the Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
  - E. Permit COUNTY representatives hereinafter designated in the Statement of Work to enter the area occupied at any time for the purpose of determining whether CONTRACTOR's activities are being conducted in compliance with the terms of the Contract, or for any other purpose incidental to the performance of the duties required by COUNTY.
  - F. Make no alterations or improvements to the premises furnished for the conduct of the authorized activities without COUNTY's written approval, other than for placement therein of personal property required for the conduct of said activities.
  - G. All personal property furnished by CONTRACTOR, including personal property installed or placed on the premises, shall be removed by CONTRACTOR upon termination of the Contract.
50. VALIDITY - The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.
51. WAIVER - No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract. Failure of the parties to enforce at any time, or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be valid unless said waiver is set forth in writing.
52. WARRANTY - CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, and any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The parties hereto have executed this agreement.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Bryce Yokomizo  
Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Date

APP AGENCY NAME

By: \_\_\_\_\_  
APP/R&R

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**STATEMENT OF WORK**  
**AND**  
**TECHNICAL EXHIBITS**

## STATEMENT OF WORK AND TECHNICAL EXHIBITS

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## **PREAMBLE**

### **COUNTY HEALTH AND HUMAN SERVICES**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ☞ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ☞ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ☞ There is no “wrong door”: wherever a family enters the system is the right place.
- ☞ Families receive services tailored to their unique situations and needs.
- ☞ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ☞ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ☞ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ☞ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ☞ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ☞ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ☞ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ☞ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ☞ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### *Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### *Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display County's vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Contractor's complaint and County's appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.



## STATEMENT OF WORK

### 1. GENERAL

#### 1.1 Scope of Work

CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to meet the requirements of this Contract. The specific goal is to ensure child care is received when needed by CalWORKs participants with dependent children in the assistance unit age 10 and younger and through age 12 if funding is available, and through the age of 18 for severely handicapped/exceptional needs children. The ultimate choice of actual child care provider, whether licensed or license-exempt, shall be decided by the parent.

CONTRACTOR shall explain parental choice options to all participants and shall provide referrals to licensed family child care providers and child care centers when requested by participants. CONTRACTOR shall call and verify availability for referrals given to all participants. CONTRACTOR shall authorize child care payments, send Provider Payment Requests, notifications, and Notices of Action. CONTRACTOR shall make child care payments to child care providers and shall update GEARS via file transfer protocol (interface) with CONTRACTOR's automated system. CONTRACTOR shall adhere to Administrative Directives that are consistent with this Agreement's provisions.

All parties agree to operate Stage 1 Child Care to achieve the following goals:

- 1.1.1 Assist parents to move from welfare to economic self-sufficiency by assisting parents in locating and paying for, licensed and license-exempt child care services which are safe and stable.
- 1.1.2 Assist children to develop and realize their potential by assisting parents in choosing quality child care.
- 1.1.3 Support the CalWORKs Program operated by the Los Angeles County Department of Public Social Services.
- 1.1.4 Assist parents by verifying that an appropriate child care space is available prior to referring a participant to a licensed child care provider.
- 1.1.5 Ensure that CalWORKs is a coordinated part of, and supports the broader child care system in Los Angeles County.
- 1.1.6 Ensure true parental choice. Parents must not be directed in selecting a particular type of care.

#### 1.2 Key COUNTY Personnel

- 1.2.1 COUNTY Contract Administrator (CCA) - The CCA or alternate has full authority to monitor CONTRACTOR'S performance in the daily operation

of this Contract, and for confirming that the technical standards and requirements of this Contract are met.

The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements. The CCA shall negotiate with CONTRACTOR on changes in service requirements according to Part VII, Paragraph 5.3, Changes and Amendments of Terms.

The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.

DPSS will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE) - The Quality Assurance Evaluator (QAE) is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.

1.2.3 DPSS District/Regional Office Liaison (DOL) - The DOL or alternate designated for each DPSS work location will be responsible for working with CONTRACTOR'S staff at the office level on individual family cases and will work to resolve any problem or issue involving that office.

The DOL shall work with CONTRACTOR Contract Manager, or alternate on problems involving CONTRACTOR's staff whom the DOL determines is not performing satisfactorily.

The DOL shall report to the CCA any problem that CONTRACTOR and the DOL were not able to resolve at the office level.

The DOL is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

1.2.4 Special Operations Section-Child Care Processing Unit - The Child Care Processing Unit is responsible for receiving and reviewing the CONTRACTOR's monthly invoices for accuracy and completeness, and to authorize reimbursement of provider payments and Operational/ Administrative and Fixed Fees.

### 1.3 Key CONTRACTOR Personnel

1.3.1 Agency Senior Executive - This Senior Executive shall be the official named in Section VII, Paragraph 35.3.A of this Contract for receipt of official notices.

1.3.2 Contract Manager - CONTRACTOR shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall

management and coordination of this Contract and the performance of the work. The Contract Manager, or alternate designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.

The Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.

CONTRACTOR's Contract Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

- 1.4 Quality Assurance - COUNTY shall monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in this Contract.
  - 1.4.1 Government Observations - Federal, State and/or County personnel approved by COUNTY administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of operation as defined in Section 1.5. However, these personnel may not unreasonably interfere with CONTRACTOR performance.
  - 1.4.2 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards.
  - 1.4.3 The CCA and/or QAE and CONTRACTOR will make every effort to resolve minor discrepancies during the monitoring visit.
  - 1.4.4 Monitoring Hours - CONTRACTOR shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on COUNTY recognized holidays.
  - 1.4.5 Case Discrepancy Reports - When COUNTY monitors CONTRACTOR's performance under the terms of this Contract, COUNTY will issue Case Discrepancy Reports to Contract Manager when it is determined minor case infractions have occurred.
  - 1.4.6 Contract Discrepancy Reports - In the event of a serious discrepancy, the CCA and/or QAE will issue a Contract Discrepancy Report to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report.

- A. If CONTRACTOR agrees with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Corrective Action Plan, including a statement that CONTRACTOR agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.
- B. If CONTRACTOR does not agree with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Request for Dispute Resolution, including a statement that CONTRACTOR does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that CONTRACTOR and/or COUNTY take to resolve the dispute.
- C. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present CONTRACTOR's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution they shall put the resolution down in writing in the minutes and both sign the minutes.
- D. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Agency Senior Executive and DPSS Director or designee, who shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
- E. The decision of the DPSS Director shall be final.
- F. Any CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
- G. If the dispute is not eventually resolved to the COUNTY's satisfaction, COUNTY may terminate this Contract or impose other actions as specified in this Contract, in which event CONTRACTOR's rights and remedies under law are preserved, including a claim of breach of Contract.

## 1.5 Hours of Operation

- 1.5.1 Public Access Hours - CONTRACTOR's main office shall be open from 8:00 a.m. to 5:00 p.m. Monday-Friday, except for COUNTY recognized holidays, and one consistent weekday evening from 5:00 p.m. to 7:00 p.m., to meet the needs of CalWORKs Stage 1 and Stage 2

participants. CONTRACTOR shall have multilingual staff available in the major languages, as specified in Technical Exhibit 13.6 of this Contract for the servicing of Stage 1 and 2 cases.

It is expressly understood and agreed that while CONTRACTOR will not be required to routinely provide full services on Saturdays and on other weekday evenings to 7:00 p.m., CONTRACTOR shall remain open until 7:00 p.m. on one consistent weekday and shall provide for Saturday appointments or evening appointments on the other four weekdays between 5:00 p.m. and 7:00 p.m., as necessary, to meet the needs of specific participants.

Main office telephones shall be staffed during all CONTRACTOR Public Access Hours. CONTRACTOR shall have staff available to respond to calls in English and Spanish during all Public Access Hours, as defined in Section 1.5.1. CONTRACTOR shall have staff available to respond to calls in other languages as required by Technical Exhibit 13.6 from 8:00 a.m. to 4:00 p.m., Monday through Friday.

- 1.5.2 Collocated Staff Hours - CONTRACTOR's collocated staff shall be available at assigned DPSS District/Regional Office (DRO), as well as at contracted Refugee sites, during the days and hours specified in Technical Exhibit 13.6, unless otherwise authorized by the District/Regional Manager. Replacement staff shall be required only as specified in Section 5.7.
- 1.5.3 COUNTY Contact Hours - CONTRACTOR Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on COUNTY recognized holidays. The CCA shall provide lists of COUNTY holidays when this Contract is approved and at the beginning of each calendar year during the term of this Contract.
- 1.5.4 Notwithstanding Sections 1.5.1, 1.5.2 and 1.5.3, with advance written notification to COUNTY, CONTRACTOR may close its offices and collocation sites up to three calendar days per year for staff training. Such training days may not be contiguous business days, and no more than one such day shall be scheduled in any one week. CONTRACTOR shall provide the CCA and each DRO, ALFP office and RITE/REP office, as designated in Technical Exhibit 13.6, at least thirty (30) calendar days advance written notice before closure for a training day. CONTRACTOR shall designate a contact person during planned training days of closure consistent with Section 1.5.3. The advance written notice shall specify the name and telephone number of the contact person.

## **2. DEFINITIONS**

- 2.1 ALFP Offices - Offices of the Adolescent Family Life Program (ALFP) Contractors of the COUNTY to provide Cal-Learn services.

- 2.2 AFLP Office Liaison - The individual in each AFLP office who is responsible for working with CONTRACTOR's staff through swift communications, to resolve individual case problems and other issues involving the office.
- 2.3 After School Enrichment Program - A program which provides after school services to eligible CalWORKs school-age children who are enrolled in schools within the Los Angeles Unified School District, as well as county school districts contracted by the Los Angeles County Office of Education.
- 2.4 Allowable Deviation from Perfect Performance (ADPP) - A measure to express the allowable variance from the Contract Standard, before COUNTY determines performance to be unsatisfactory.
- 2.5 Appeal - An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County which the participant feels is unwarranted.
- 2.6 Appeals and State Hearings (ASH) - The section within DPSS that represents the COUNTY at all State Hearing Proceedings.
- 2.7 Applicant - A person whose public assistance application is pending.
- 2.8 Assistance Unit (AU) - Per State regulations AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying EW.
- 2.9 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS contracts.
- 2.10 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles County.
- 2.11 California Department of Education (CDE) - The California governmental agency which subsidizes the cost of Stage 2 and Stage 3 Child Care services.
- 2.12 California Department of Social Services (CDSS) - The California governmental agency which subsidizes the cost of Stage 1 Child Care services.
- 2.13 Cal-Learn - A program mandated by State law, to provide case management and supportive services for CalWORKs participants who are pregnant or custodial parents up to the age of twenty (20), and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN Program.
- 2.14 CalWORKs Child Care Parent-Provider Child Care Agreement - An agreement form (ST1-05) completed by the CalWORKs participant and the child care direct services provider for the provision of CalWORKs child care at the initial application, or anytime a change in provider or other change that will impact the provider payment occurs.

- 2.15 CalWORKs Program - The State's mandated public assistance program to provide financial assistance including subsidized child care assistance, social services, and employment services to families with dependent children.
- 2.16 Case Discrepancy Report - Notification to CONTRACTOR of infractions found in the monitoring review of the agency's participant/provider case records, agency's employee records, or through interviews with participants and/or providers.
- 2.17 Child Care - Care provided to children while their current or formerly aided parent(s) are in a County-approved training component or any other County-approved Welfare-to-Work activity, or employed.
- 2.18 Child Care Alliance of Los Angeles - A partnership of 13 community-based organizations working together to ensure the delivery of seamless, consistent and quality child care in Los Angeles County. Member agencies provide child care Alternative Payment (AP) and/or Resource and Referral (R&R) services throughout Los Angeles County. The Alliance assists in responding to county-wide issues, requests and concerns related to CalWORKs child care, and when appropriate, represents the 13 agencies on child care related issues.
- 2.19 Child Care Payment to Provider - The direct payment made by CONTRACTOR to a licensed or license-exempt child care provider with whom CONTRACTOR has an independent contract for child care services.
- 2.20 Child Care Program Section - A section within DPSS responsible for administration of the Stage 1 Child Care program including developing and issuing policy and procedures related to Stage 1 Child Care in Los Angeles County.
- 2.21 Child Care Provider - An individual, group or school, licensed or license-exempt, who provides direct child care to one or more children.
- 2.22 Child Care Referral - The information given directly to a CalWORKs participant about a licensed child care provider who has a confirmed available opening and who will accept CONTRACTOR payment for child care.
- 2.23 Children with Exceptional Needs - Children with either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP) who are receiving appropriate special education/early intervention services. These children may be developmentally disabled, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, other health impaired, deaf-blind, multi-handicapped or children with specific learning disabilities, who require the special attention of adults in a child care setting.
- 2.24 Collocation - CONTRACTOR'S staff who are located at, or visit, a DPSS District/Regional Office (DRO), or RITE/REP office, to assist CalWORKs participants in establishing stable child care arrangements.
- 2.25 Community Care Licensing Division (CCLD) - The division within CDSS responsible for monitoring licensed facilities for compliance with laws and

regulations by conducting orientation sessions for potential applicants, issuing or denying licenses, performing on-site facility visits, investigating complaints, and initiating or recommending enforcement actions against facilities.

- 2.26 Completed Child Care Services Agreement - All documents required to authorize child care in any given case, including, as applicable, a Health and Safety Certification or Declaration of Exemption, a Trustline Application or Declaration of Exemption, Employment Verification, Training Verification, provider W-9 form, proof that the provider is age 18 or older, and/or In-Home Affidavit.
- 2.27 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance.
- 2.28 CONTRACTOR Payment - A payment made by COUNTY to CONTRACTOR for child care services as defined in Article IV of this Contract.
- 2.29 Co-Payment - Parent/Participant payment made directly to the child care provider when that provider's child care fee exceeds the Regional Market Rate Ceiling.
- 2.30 DPSS District/Regional Office (DRO) - CalWORKs eligibility or GAIN Services offices operated by COUNTY or a COUNTY contractor per Statement Of Work, Paragraph 5.10 and Technical Exhibit 13.6.
- 2.31 Eligibility Worker (EW) - The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.32 Equipment - Any item purchased/leased which costs \$500.00 or more and has a useful life of more than two years.
- 2.33 Family Fee - The amount that a participant/parent shall be required to pay towards child care costs based on the fee schedule established by the State. The family fee is distinct from the co-payment.
- 2.34 GAIN Employment Activity and Reporting System (GEARS) - A COUNTY automated computer system for the GAIN Program that links COUNTY and CONTRACTOR exchanges of information.
- 2.35 GAIN Program - Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.36 GAIN Services Worker (GSW) - A DPSS or contracted employee who works with participants enrolled in the GAIN and Cal-Learn Programs.
- 2.37 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.



- 2.38 Notification - An approved COUNTY form, pamphlet, brochure, or any other means of written communication other than a "Notice of Action" standardized between all R&R/APP CONTRACTOR agencies which is used by CONTRACTOR to disseminate information to CalWORKs participants or child care providers.
- 2.39 Notice of Action (NOA) - A State mandated legal notice to inform CalWORKs participants of actions taken by COUNTY to approval, deny, change, and terminate from child care assistance. CDSS NOAs are governed by time line and the specific Turner vs. McMahon format in their usage as specified by CDSS regulations.
- 2.40 Participant - An individual who is receiving assistance through the CalWORKs Program.
- 2.41 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.42 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.
- 2.43 Primary Language - A required designation based on the participant's declaration of the CalWORKs case household's language, as identified on GEARS.
- 2.44 Quality Assurance Surveillance Plan (QASP) - A plan of action taken by COUNTY for monitoring CONTRACTOR's performance.
- 2.45 Quality Assurance Program - All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.46 Random Sample - A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.47 Regional Market Ceiling - The maximum amount the State of California reimburses for subsidized child care in a region based on market surveys.
- 2.48 Resource and Referral/Alternative Payment Program (R&R/APP) Agency - A CONTRACTOR who provides both resource and referral and alternative payments.
- 2.49 RITE/REP Office Liaison - The individual in each RITE/REP office who is responsible for working with CONTRACTOR's staff to resolve individual case problems.
- 2.50 RITE/REP Office - Refugee/Immigrant Training and Employment Program (RITE) and Refugee Employment Program (REP) Contractors of the COUNTY which provide CalWORKs services to designated refugee or immigrant population.

- 2.51 Sample Size - The number of units or services to be checked in a given time period.
- 2.52 Self-Initiated Program (SIP) - A program that leads to employment in which the GAIN mandatory CalWORKs participant is enrolled prior to the GAIN appraisal.
- 2.53 Severely Handicapped Children - Children with either an active IEP or IFSP who in addition require instructions and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance or severe developmental disability.
- 2.54 Single Index - A computer program that permits terminal users to access the LEADER data base for the purpose of performing case inquiries to determine if a child care applicant/participant has an open CalWORKs case.
- 2.55 Standard - The acceptable level of performance set by COUNTY for performing a contracted service or activity.
- 2.56 Statement of Work - This contract's requirements for provision of child care, the standards associated with those services and the methods for monitoring CONTRACTOR's performance.
- 2.57 Variable Work Schedule - Work days and hours that are not predictable. Work schedules that vary from week to week in ways that are predictable, such as rotating schedules, are not considered to be variable work schedules.
- 2.58 Welfare-to-Work Plan - The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.59 Welfare-to-Work Program - A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

### **3. COUNTY FURNISHED ITEMS**

#### **3.1 Computer and Access**

3.1.1 COUNTY shall provide for CONTRACTOR's use the following computer equipment to access the GEARS program:

- A. Thin-line CPU, monitor, mouse, keyboard and printer or network printer; or
- B. Thin-line CPU with Belkin switch, mouse, keyboard and printer or network printer (GEARS) will appear on agency provided monitor which will be shared with agency CPU and programs.

- 3.1.2 COUNTY shall provide the same amount of computer equipment that was provided to CONTRACTOR as of the last day of the prior Contract, per the completed inventory required in Section 3.1.4 below.
  - 3.1.3 COUNTY shall provide each CONTRACTOR's office a computer terminal to access the LEADER'S single index program.
  - 3.1.4 A complete inventory of all COUNTY equipment, as well as the specific condition and serial number, if available, provided to CONTRACTOR by COUNTY at DRO and at CONTRACTOR's offices, shall be taken by CONTRACTOR and COUNTY at the start of contract services.
  - 3.1.5 COUNTY shall be responsible for physical security of GEARS and COUNTY equipment at collocated DROs.
- 3.2 Maintenance, Repair, Replacement of COUNTY Provided Items - COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear, of COUNTY provided equipment. CONTRACTOR shall be responsible for repair and replacement costs of equipment due to CONTRACTOR staff abuse or carelessness.
- 3.2.1 COUNTY shall have responsibility for repair or replacement of telephones and/or lines at COUNTY facility due to theft or damage.
  - 3.2.2 Computer equipment shall be in a clean, air-conditioned environment.
  - 3.2.3 CONTRACTOR shall notify COUNTY whenever there is a need at collocation sites for new or updated equipment, including computer equipment.
- 3.3 Space/Furnishings
- In DROs, COUNTY shall provide CONTRACTOR with sufficient space mutually agreed to by both parties for the following items also provided by the COUNTY: a desk, a chair, a telephone, and a terminal from which GEARS or LEADER will be available for each R&R/APP collocated CONTRACTOR staff.
- COUNTY will make every effort to provide parking availability to collocated CONTRACTOR staff. Collocated staff shall wear identification badges provided by COUNTY in compliance with building security measures.
- 3.4 Training
- 3.4.1 COUNTY shall arrange for the training of CONTRACTOR's staff on CalWORKs supportive services, including the presence of representatives from supportive services contractors, as needed.
  - 3.4.2 COUNTY shall arrange for the training of CONTRACTOR's staff on Civil Rights. This may be through direct training of CONTRACTOR's staff by COUNTY trainers or through a train-the-trainer program as agreed upon by COUNTY and CONTRACTOR.

3.4.3 COUNTY shall arrange, as needed, for training of CONTRACTOR's staff on GEARS and LEADER.

3.4.4 COUNTY may provide cultural awareness and sensitivity training, and materials to CONTRACTOR staff. If COUNTY provides such training, CONTRACTOR shall insure that all CONTRACTOR staff are trained.

3.4.5 COUNTY shall provide fraud awareness training.

3.5 Materials - COUNTY shall provide for CONTRACTOR's use:

3.5.1 A list of DPSS offices that includes the name and telephone number of the DOL for each office.

3.5.2 A list of COUNTY observed holidays.

3.5.3 Necessary GEARS Handbook and security information and revisions (if requested).

3.5.4 A supply of civil rights complaint forms, PA 607, for use by CalWORKs participants in reporting civil rights complaints.

3.5.5 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the CONTRACTOR must comply.

3.5.6 COUNTY shall provide CONTRACTOR with written translations of all COUNTY forms, notices and NOAs which CONTRACTOR is required to use. CONTRACTOR is not required to translate COUNTY forms, notices and NOAs.

#### **4. CONTRACTOR FURNISHED ITEMS**

4.1 General - CONTRACTOR shall furnish necessary personnel, space, equipment, supplies, and training except as provided by COUNTY, as specified in Section 3.0, above, to perform all services required by this Contract.

4.2 Staffing

4.2.1 CONTRACTOR shall provide staff with background experience and expertise to provide the services required in the Statement of Work.

4.2.2 CONTRACTOR shall provide bilingual staff to meet the needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR as specified in Technical Exhibit 13.6 for participants in CalWORKs Stage 1 and Stage 2. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands. CONTRACTOR may utilize an interpreter

provided by the participant (e.g., a relative or friend) if the participant requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.

4.2.3 CONTRACTOR shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other languages in which they are providing services. CONTRACTOR's methodology shall be shared with COUNTY upon request.

4.3 Computer Equipment, Supplies and Security - As determined by CONTRACTOR, CONTRACTOR shall provide necessary computer equipment, and supplies (e.g., paper and printer ribbons), except as provided by COUNTY in Section 3.1.

4.3.1 CONTRACTOR shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of CONTRACTOR's request for additional equipment beyond that number included in the awarded contract. Costs are to be paid directly to the GEARS CONTRACTOR or to the COUNTY, at COUNTY option, within thirty (30) days of equipment installation.

4.3.2 Notwithstanding Section 3.1 above, CONTRACTOR shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of CONTRACTOR's request for equipment relocation, a move to another facility, an additional office or a new service site. Any of these costs incurred by the COUNTY or GEARS contractor, shall be paid directly to the GEARS contractor or to the COUNTY, at COUNTY option, within thirty (30) days of equipment relocation/installation.

4.3.3 CONTRACTOR shall report to the CCA, the loss, vandalism or theft of COUNTY computer supplies and equipment within 24 hours after discovery. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.

4.3.4 For equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide all security for COUNTY computer terminals and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. CONTRACTOR shall provide security adequate to protect all COUNTY data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

4.4 Equipment - CONTRACTOR shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 3.1 above.

4.4.1 Specifically, CONTRACTOR shall provide sufficient telephone lines at its main office for CalWORKs participants, providers and DPSS staff to contact CONTRACTOR for the purpose of responding to client inquiries

regarding child care referrals, payments, providers, etc., and for providers to contact CONTRACTOR for assistance understanding the Provider Payment Request process, completing the Provider Payment Requests, or other information needs related to child care.

4.4.2 CONTRACTOR shall have responsibility for installation, repair and replacement of telephones and/or lines at CONTRACTOR's facility.

4.5 Site Preparation - CONTRACTOR shall be responsible for funding all site preparation costs other than data lines and electrical cabling. This includes any facility alterations and furniture upgrades to house the equipment.

## **5. COLLOCATION/SWIFT COMMUNICATION; ELIGIBILITY DETERMINATION**

### **5.1 Levels of Service**

5.1.1 CONTRACTOR shall provide daily on-site collocation services, with the numbers of regular staff and substitute staff and during the hours of operation at designated GAIN Region and DPSS district offices (including subcontracted offices), as specified in Technical Exhibit 13.6.

5.1.2 CONTRACTOR shall provide swift communication services, plus a prearranged weekly visit from an agency staff person for purposes of coordination and good communication, at DPSS district offices (including subcontracted offices) and RITE/REP offices, as specified in Technical Exhibit 13.6.

5.1.3 CONTRACTOR shall provide swift communication services and contact/liaison person services to AFLP contractors, as specified in Technical Exhibit 13.6.

5.2 CONTRACTORS providing collocation services shall be responsible for providing those services to all CalWORKs participants seeking services at their assigned offices, regardless of which Stage 1 Child Care CONTRACTOR will provide case management services. The minimum services that collocation staff shall provide are:

5.2.1 Explaining CalWORKs Stage 1 child care services to any interested CalWORKs participant, including, but not limited to, explaining the consequences of providing inaccurate or incomplete information, answering questions, including information as appropriate on parental choice, access to license and license-exempt child care providers, participant responsibilities to provide for selection of a provider, availability of referrals to licensed child care, the provider payment system, retroactive child care and requirements for authorization of child care and reauthorization of child care.

5.2.2 Determining presumptive eligibility for Stage 1 child care within four (4) business days of collocation staff receiving a Child Care Request (ST1-01) form from a participant or GSW, including handing or mailing to the participant either an application acknowledgement letter notifying them of

presumptive eligibility, including the name, address and phone number of the Stage 1 child care CONTRACTOR to which the application is being forwarded; or an NOA denying child care (ST1-11). Certification of presumptive eligibility shall be based on the following three factors: 1) The case is an approved CalWORKs case; 2) There is an eligible child in the assistance unit; and 3) There is an authorized GAIN component with either an actual or an expected start date.

- 5.2.3 Issuing a non-eligibility letter (ST1-16) to a person who submits a Child Care Request form and is not a CALWORKs participant. The collocated staff person shall refer the person to the appropriate resource and referral program for any other child care assistance they may need.
  - 5.2.4 Providing COUNTY-approved presentations during GAIN group orientations at the GAIN office, in coordination with other presenters. Presentations shall include, but not be limited to, an explanation of the Stage 1 child care system, information on parental choice options including licensed and license-exempt child care, Trustline and Health and Safety Certification information for appropriate license-exempt providers, an explanation of the payment process and retroactive child care payments, distribution of Child Care Request (ST1-01) forms, distribution of other DPSS approved or required child care material, and information on where or how to individually talk with collocated staff.
  - 5.2.5 Maintaining communications with the District Manager, Supervisors, Child Care Coordinator(s), GSWs and EWs at the assigned office.
  - 5.2.6 Providing enhanced referrals, if requested by the participant, for any case that will be managed by the following Stage 1 CONTRACTORS: City of Norwalk, Drew Child Development Corporation or International Institute of Los Angeles. For cases needing enhanced referrals that will be managed by another Stage 1 CONTRACTOR, the referrals shall be provided by that other CONTRACTOR as part of case management services.
  - 5.2.7 Providing ST1-05 forms and related information to participants who are being referred to the collocation CONTRACTOR for case management. The ST1-05 may, at CONTRACTOR's discretion, be provided from CONTRACTOR's main office. Collocation staff shall not provide ST1-05 forms to participants being referred to any other Stage 1 CONTRACTOR for case management services.
  - 5.2.8 Maintaining COUNTY approved brochures and other printed materials in the GAIN or District lobby, including replenishing these materials weekly at offices that are visited weekly. COUNTY will provide a rack for the materials or a space for a CONTRACTOR supplied rack.
- 5.3 CONTRACTOR'S collocation staff shall forward the application file via fax, courier or first class mail on the same day presumptive eligibility is determined to the appropriate Stage 1 Child Care CONTRACTOR for ongoing case management. The application file shall include: The completed and signed ST1-01, copy of the letter acknowledging presumptive eligibility and any other

relevant information. The appropriate CONTRACTOR is determined by providers' zip code. If provider is not yet known, the appropriate CONTRACTOR is determined by participant's residing zip code.

- 5.4 CONTRACTOR's collocation staff shall retain child care denial NOAs (ST1-11) issued by collocation staff at the collocation office for three (3) months, and then forward the NOAs to CONTRACTOR's main office for retention in a denial file.
- 5.5 If CONTRACTOR's collocation staff are unable to timely process all Child Care Request (ST1-01) forms, staff will first process all requests that will be forwarded to another Stage 1 Child Care CONTRACTOR, and may then process forms for participants who will receive case management services from the collocation staff's agency. These forms may be processed at the agency's main office providing case management services.
- 5.6 CONTRACTOR's collocation staff shall maintain a single log of all Child Care Request (ST1-01) forms received, including the case name, case number, provider zip code (if known), date of receipt of the form, who submitted the form, whether presumptive eligibility was determined, and for approvals, the agency to which the case was forwarded for case management and the date of forwarding. This log shall be maintained at the collocation office for one year after the end of the current fiscal year for inspection by the DPSS office manager, by the Quality Assurance Evaluator (QAE), or Child Care Program Section staff, or by any other Stage 1 Child Care CONTRACTOR; after which the logs shall be maintained at the main office of the CONTRACTOR for the period required by Part VII, Paragraph 39 of this contract. CONTRACTOR shall not be required to maintain any case files at its collocation offices.
- 5.7 CONTRACTOR shall have an operational plan in place, and available for review by COUNTY, to replace collocated personnel, when necessary, within one (1) calendar day, whenever a vacancy occurs or an absence of more than one (1) week, or when needed to insure that collocated staff are always available at an assigned office. CONTRACTOR shall not be required to provide replacement staff when sufficient other collocated staff are available to maintain all services on a given day and an absence is due to illness, vacations, emergencies or training of less than one (1) week's duration. During vacancies or absences CONTRACTOR shall maintain compliance with the language requirements of Technical Exhibit 13.6; and shall insure that replacement staff have GEARS computer skills, with user identification numbers.
- 5.8 CONTRACTOR shall ensure that its collocated staff report to work on time and adhere to all DRO protocol which COUNTY has provided to CONTRACTOR in writing, including the wearing of identification badges.
- 5.9 CCA shall have authority to request that CONTRACTOR replace collocation staff in the event of recurring or serious problems caused by CONTRACTOR staff.
- 5.10 COUNTY shall have the right to amend Technical Exhibit 13.6 by adding or reducing collocation staff at any GAIN Office, DPSS District or RITE/REP office, including any office previously not served by collocation staff. COUNTY will provide CONTRACTOR with a minimum thirty (30) calendar days advance



written notice of any such change. CONTRACTOR's fixed monthly fee for collocated staff, per Section 2.1, shall be proportionately increased or decreased whenever such a change occurs, as of the effective date of the change.

- 5.11 CONTRACTOR will either arrange for an interpreter or provide information in writing in the participant's language to any participant who does not speak the language(s) of collocation staff. Interpreters may include available DPSS staff, to facilitate timely services to the participant.
- 5.12 CONTRACTOR shall provide swift communication services by providing each DPSS or contracted case management, RITE/REP or AFLP office from which it receives referrals for child care services with a telephone number that allows for ready access to CONTRACTOR staff, a fax number to reach CONTRACTOR's managers and staff providing contract services, and an e-mail address for the Contract Manager.

## **6. CASE MANAGEMENT SERVICES**

Case management services include all management of a case after presumptive eligibility determination, as described in Section 5.2.2, until the case is closed or transferred to another CONTRACTOR, other than provider payment services and appeals/hearings. This includes management of cases where child care is not currently being provided but may be reauthorized, and the case has not been closed. These services are provided at CONTRACTOR's main office(s).

- 6.1 Certification of Presumptive Eligibility at CONTRACTOR Main Office – CONTRACTOR may certify presumptive eligibility for Child Care Request (ST1-01) forms received at its main office, or return such forms to collocation staff employed by the same CONTRACTOR for certification if CONTRACTOR will be providing case management services. If CONTRACTOR will not be providing case management services, it must forward a Child Care Request to the main office of the other appropriate Stage 1 CONTRACTOR. CONTRACTOR's main office staff shall meet all requirements for processing a Child Care Request per Paragraphs 5.2 and 5.3. CONTRACTOR shall maintain a log which meets the requirements of Paragraph 5.6 at its main office for Child Care Request forms processed at its main office.
- 6.2 Authorization of Child Care Services – The authorization process shall include the following steps:
  - 6.2.1 Participant Parental Choice and Consumer Education Information – CONTRACTOR shall provide each participant with information on the various types of child care available, including licensed center-based care, legally license-exempt center care (applicable to school age children at certain centers located on school sites only), licensed family child care and license-exempt child care, and on the participant's parental choice rights. CONTRACTOR shall also provide consumer education on choosing quality child care that meets the needs of the child and the family. CONTRACTOR shall provide parental choice information and consumer education information to each participant through an "introductory letter", and may also provide this information through other means, at the

discretion of the agency. A copy of the introductory letter, identifying any other materials enclosed with the letter, and placed in the case file, shall document compliance with this section.

6.2.2 Referral for Licensed Child Care – Referral for licensed child care, when requested by the participant, may be provided by collocation staff, or shall be provided by case management staff if not provided by collocation staff. However, collocation staff shall always provide initial referrals for licensed child care when the case will be forwarded to the City of Norwalk, Drew Child Development Corporation or International Institute of Los Angeles.

6.2.2.1 CONTRACTOR shall, as soon as possible, but within three (3) business days of receipt of the participant's request by the Case Manager, provide at least four (4) confirmed open space available referrals to licensed providers which meet the needs of the child(ren) and family on a Referrals for Licensed Child Care (ST1-09) form. If there are fewer than four (4) referrals with open spaces available which meet the needs of the family, CONTRACTOR shall be in compliance by providing all such referrals to the participant. Only one (1) of the referrals may be a center over which CONTRACTOR has fiscal or operational control. With each referral CONTRACTOR shall include the name of the case management CONTRACTOR, the case manager's or collocation staff member's name, and the case management CONTRACTOR's telephone number. A copy of each ST1-09 form mailed or given to a participant shall be placed in the case file.

6.2.2.2 When the participant informs the case management CONTRACTOR that child care arrangements were not made from an initial set of referrals, or that the participant wishes to change child care providers, CONTRACTOR shall, within three (3) business days, provide participant with four (4) additional confirmed open space referrals to licensed providers. If there are fewer than four (4) additional referrals with confirmed available open spaces which meet the needs of the family, CONTRACTOR shall be in compliance by providing all such referrals to the participant. The City of Norwalk, Drew Child Development Corporation and International Institute of Los Angeles shall be able to contact the resource and referral program of the other Stage 1 CONTRACTOR which provides referral services in the area needed by the participant and receive at no charge such additional referrals from that other CONTRACTOR.

6.2.2.3 CONTRACTOR shall attempt to locate appropriate child care for those children with disabilities, exceptional needs children, or families with transportation problems. If appropriate child care is unavailable, CONTRACTOR shall detail attempts to locate child care in the case file and follow instructions specified in 6.3.3 below.

6.2.2.4 CONTRACTOR shall inform the participant that they have ten (10) business days to complete selection of a provider and return the completed Child Care Services Agreement (ST1-05) (see section 6.2.3 also).

6.2.3 Child Care Services Agreement – Within two (2) business days of receiving a Child Care Request (ST1-01) form which has been determined presumptively eligible, case management staff shall provide a Child Care Services Agreement (ST1-05) form to each participant from whom a Child Care Request form is received, and instruct the participant to complete the form with the provider and return the form within ten (10) business days from the date of mailing or other delivery. The form must be signed by both participant and provider. CONTRACTOR shall inform the participant on the Child Care Services Agreement that completion of the Child Care Services Agreement by the participant and provider does not authorize the start of child care, or commit CONTRACTOR to pay for child care.

If the participant or provider information on a returned form is incomplete and the missing/incomplete information does not affect child care eligibility or payment or the “under penalty of perjury” statement, CONTRACTOR shall contact the participant/provider to obtain the missing information. CONTRACTOR shall enter the obtained information in the case notes. Otherwise, CONTRACTOR shall return the Child Care Services Agreement to the participant with a letter identifying the missing information and/or documents and request return of the completed Agreement within a specified time period. **CONTRACTOR shall not alter the ST1-05.**

Overall, CONTRACTOR shall allow thirty (30) calendar days from the date the Child Care Services Agreement was mailed or given to the participant for the participant to complete all requirements for the authorization of child care, or CONTRACTOR shall issue a child care denial NOA (ST1-11); except that CONTRACTOR may grant an extension pursuant to Section 6.2.6.

If the participant has not returned the Child Care Services Agreement within the ten (10) business day period after mailing or delivery, CONTRACTOR shall attempt to contact the participant by telephone or mail to determine if the participant continues to need child care, and assist them to complete the Child Care Services Agreement if child care is needed. CONTRACTOR shall document such attempts to contact the participant in the case log.

CONTRACTOR may also issue a child care denial NOA at any time during the process if the participant indicates that they are no longer seeking child care from CONTRACTOR.

6.2.4 Health and Safety Certification – CONTRACTOR shall instruct participants selecting exempt providers to complete the Health and Safety Certification (CCP4) with the provider and return it to CONTRACTOR with the Child Care Services Agreement; except that if the provider is the grand parent,

aunt, uncle, great-grandparent, great aunt or great uncle of the enrolled child, the participant may instead complete and return a Declaration of Exemption from Trustline Registration and Health and Safety Certification (hereinafter “Declaration of Exemption”) (CCP1) form.

6.2.5 Trustline - CONTRACTOR shall instruct participants selecting exempt providers (not including license-exempt centers) to have the provider complete the Trustline Registry Subsidization form, and the participant shall return it to CONTRACTOR with the Child Care Services Agreement; except that if the provider is the grand parent, aunt, or uncle of the enrolled child, the participant may instead complete and return a Declaration of Exemption (CCP1) form.

6.2.6 Extension of Timeline – If CONTRACTOR’s staff believe that an extension of the timeline for return of the Child Care Services Agreement and any other required document is likely to result in a successful completion of the authorization process, CONTRACTOR may grant the participant an extension of up to ten (10) business days. CONTRACTOR shall note the extension in the case notes, but is not required to justify the extension. If an extension is not recorded in the case notes but CONTRACTOR issues an authorization or denial NOA within the extension period, COUNTY shall consider this action to be timely.

#### 6.2.7 Participant Verifications

6.2.7.1 GAIN Activity Expected Start Date vs. Actual Start Date – There are two separate situations where the CONTRACTOR finds an expected start date in GEARS and must seek an actual start date.

.1 When CONTRACTOR seeks to authorize child care after a participant has already started an eligible component and has already obtained child care on their own, and GEARS has an expected component start date instead of an actual component start date, CONTRACTOR shall notify the GSW by telephone, voice mail or Transmittal Fax (ST1-07) or appropriate GEARS electronic alert and request an actual start date (only one notification/request is required). CONTRACTOR may accept either a verbal statement of the start date from the GSW, or confirm that an actual start date has been entered into GEARS, and in either case shall enter the actual start date in the case notes. If the GSW does not respond within two (2) business days, CONTRACTOR shall follow the process in Section 6.7.

.2 When CONTRACTOR seeks to authorize child care for a participant who is scheduled to start an eligible component in the future, CONTRACTOR shall authorize not more than thirty (30) calendar days of

child care starting on the expected component start date. CONTRACTOR shall notify the GSW of the need for an actual start date. If the GSW has not sent a response within twenty (20) calendar days, CONTRACTOR shall check GEARS to verify whether an actual start date has been entered into GEARS. If entered, continued child care can be authorized for the balance of the component period, but not more than twelve months from the date that child care was initially authorized. If an actual start date has not been entered, CONTRACTOR shall contact the GSW to request an actual start date within two (2) business days, and follow the process in Section 6.7 if the GSW does not respond within the two (2) business days. Continued child care cannot be authorized until an actual start date is obtained. When obtained, continued child care shall be authorized from the end of the thirty (30) day initial period or from the actual start date, whichever is later.

6.2.7.2 Employment Verification and/or Training Verification – CONTRACTOR shall verify the participant's employment and/or enrollment at the training institution by giving the Employment/Training Verification (ST1-20) form to the participant to take to the employer and/or training institution. Participants can return the form, or the employer or training institution can mail the form back to the CONTRACTOR. CONTRACTOR shall not be required to call the employer and/or training institution to confirm information entered on the ST1-20 form, except that if, in the view of CONTRACTOR, the forms appear to be suspicious or the information does not reasonably match the information on the Child Care Services Agreement, CONTRACTOR shall call the employer or training institution to confirm the actual days and hours and accept the confirmed information as the basis for the authorization of child care. CONTRACTOR shall have discretion to determine when the days and hours listed on the Child Care Services Agreement and the employer or training verification reasonably match, and in this case shall use the hours on the verification as the basis for the authorization of child care, which may include evening and weekend care.

6.2.7.3 Child's School Hours – CONTRACTOR shall obtain the child's normal hours of school attendance on school days from only one of the following sources: the parent, the GSW or the school. The method of verification shall be recorded in the case file. This requirement applies for children enrolled in grades K - 12.

6.2.7.4 Child's School Days Schedule – CONTRACTOR may keep school calendars (days of school), including track schedules, in a central file and note in the case file that the child's school schedule is in the file. For schools on multi-track schedules, CONTRACTOR may obtain the child's specific track from only one of the following sources: from the parent, the GSW or the school. The method of verification shall be recorded in the case file. This school calendar file shall be retained for the records retention period along with case files. If CONTRACTOR does not have the school's calendar on file, CONTRACTOR shall contact the school to obtain the child's school schedule, including track if applicable, and enter this information in the case file. This requirement applies for children enrolled in grades K - 12.

6.2.7.5 Detailed Work Days and Hours for Participants on Variable Work Schedules – For participants on a variable activity schedule, CONTRACTOR shall obtain from the employer, training agency or counselor, on an ST1-21 form, the monthly variable hours worked, in training, or in counseling, or other approved activity for each month after the end of the month. CONTRACTOR may accept as an alternative to the ST1-21 form either a) an employer-generated record which contains this information, including an original signature, or b) a paycheck stub if it includes both days and hours worked. CONTRACTOR shall compare the actual work days and hours to the Provider Payment Request form and pay the provider only for the actual work days and hours, plus approved travel time, but not to exceed the days and hours claimed by the provider on the Provider Payment Request form. In these cases, CONTRACTOR shall not be deemed to have obtained a completed and accurate Provider Payment Request until verification is received of actual days and hours worked on the ST1-21 or alternative. In these cases the authorization for child care, including notice to the provider of the authorization, shall indicate that the provider shall only be paid for actual days and hours the participant worked plus approved travel time, and only after receipt from the employer of written verification of the participant's actual work days and hours. CONTRACTOR shall ensure the ST1-21 is complete.

6.2.8 Provider Verifications – CONTRACTOR shall review the Child Care Services Agreement (ST1-05) and contact the provider, as needed, to verify that the provider can legally provide child care and that all of the following information is on the Child Care Services Agreement or in a provider file.

CONTRACTOR may retain copies of provider documents in a provider file, or may include the documents in each participant case file with a child in the provider's facility, at CONTRACTOR's discretion.

CONTRACTOR shall deny child care with any provider if placement with that provider would violate any law or regulation by sending the participant an ST1-11 form and sending the prospective provider a Provider Notification (ST1-06); and in such cases CONTRACTOR shall contact the participant and ask the participant to select another child care provider.

- 6.2.8.1 Copy of a licensed provider's current license.
- 6.2.8.2 W-9 form, including social security number or federal taxpayer I.D. number, as applicable. CONTRACTOR may request that a provider submit a copy of their social security card or view the social security card to verify the social security number.
- 6.2.8.3 For license-exempt providers, a completed Health and Safety Certification. The following relatives are exempt from this requirement, but must submit a Declaration of Exemption: grandparents, uncles, aunts, great grandparents, great uncles and great aunts.
- 6.2.8.4 For license-exempt providers, a Trustline application or, if appropriate, evidence of Trustline registration. The following relatives are exempt from this requirement, but must submit a Declaration of Exemption: grandparents, uncles, aunts, great grandparents, great uncles and great aunts.
- 6.2.8.5 Proof that the license-exempt provider is at least 18 years old. Acceptable documentation shall be any non-expired passport or State of California issued photo ID.
- 6.2.8.6 Declaration by the participant, on the Child Care Services Agreement (ST1-05), that the provider is not a parent or legal guardian of the child(ren), or a member of the assistance unit.
- 6.2.8.7 For licensed providers and license-exempt centers, verification that the provider has completed the ST1-05 section on rates and registration fees charged to the public, including the statement that the rates charged for the CalWORKs child(ren) do not exceed the rates the provider charges to the general public.
- 6.2.8.8 For all providers, ensure that the rates charged to CONTRACTOR by the provider do not exceed the current Regional Market Rate (RMR) ceilings for Los Angeles County for the type of care, per RMR regulations. CONTRACTOR may not set its own maximum rates, and shall use only the most recent RMR schedule for Los Angeles County, as published by CDE.

6.2.8.9 CONTRACTOR shall ensure that licensed family child care homes maintain liability insurance coverage, bond or affidavit as required by the State of California. The provider shall provide the CONTRACTOR with either 1) copy of the certificate of insurance coverage or, 2) copy of a bond or, 3) copy of a State provided affidavit the parent signs stating his/her understanding that the licensed family child care home does not have insurance and the parent still wishes to place the child in that home. For any liability insurance obtained, provider shall add CONTRACTOR as a certificate holder for purposes of notification of renewal or expiration of liability insurance.

.1 For new providers, CONTRACTOR shall invoke this requirement as part of the provider verification process.

.2 For existing providers, CONTRACTOR shall invoke this requirement as part of the provider verification process within six months of the effective date of this contract.

6.2.9 Issuing Authorizations or Denials – Within three (3) business days of receipt of a completed Child Care Services Agreement (ST1-05) and upon verification of parent and provider information as required in Sections 6.2.7 and 6.2.8, and without any further requirements, CONTRACTOR shall authorize the delivery of child care services by issuing a child care authorization NOA (ST1-12) to the participant, or CONTRACTOR shall deny child care by issuing a denial NOA (ST1-11) to the participant. Either NOA shall be in the participants' appropriate language, dated, and include the name and telephone number of CONTRACTOR's employee. A child care authorization NOA shall include the period for which child care is authorized, the days and hours for which child care is authorized and the provider payment rate(s). CONTRACTOR shall also issue a Provider Notification (ST1-06) to the provider, whether child care is authorized or denied.

6.2.10 Information for Participants or Providers – CONTRACTOR shall provide the following information to participants or providers prior to, or along with, a child care authorization, and record in the case file the date this information was mailed or given to the provider, and mailed or given to the participant.

6.2.10.1 For participants choosing a license-exempt provider who will care for the child(ren) in the participant's home, provide the participant with COUNTY approved material on their employer tax and labor law responsibilities. CONTRACTOR shall also require the participant to sign an In-Home Affidavit (ST1-22) form which specifies these responsibilities and on which the participant acknowledges that they are the employer and responsible for compliance with these laws.



CONTRACTOR shall retain the original signed ST1-22 form in the case file and give copies of the form to the participant and provider.

6.2.10.2 Give or mail the provider information on the requirements and procedures of the program, including completion and submission of the Provider Payment Request, and time line for payment. CONTRACTOR shall mail this information to licensed providers once, but shall not be required to send this information again when additional Stage 1 children are authorized with the same provider.

6.2.11 Authorization Period -- Except as otherwise specified above, child care may be authorized for up to 12 months from the most recent authorization date, but not longer than the component end date which appears in GEARS.

6.2.12 After School Enrichment – COUNTY shall specify procedures for authorization and payment of After School Enrichment cases in Stage 1, including working with the Los Angeles County Office of Education and Los Angeles Unified School District. Six months after authorization CONTRACTOR shall verify continued basic eligibility for child care. For participants on aid, CONTRACTOR shall check GEARS or call the GSW to verify that the parent is in an eligible component. For participants off aide, CONTRACTOR shall call the employer to verify continued employment and usual days and hours of work. If the participant is no longer working for the listed employer, CONTRACTOR shall make one attempt to reach participant to ascertain if the participant has new employment, and obtain employment information, including normal days and hours of work. CONTRACTOR shall then call employer to verify employment and normal days and hours. This check does not require a new ST1-05 or any other form, but shall be recorded in the case notes. CONTRACTOR shall be in compliance if the check is completed within 30 calendar days of the six month date. If CONTRACTOR is unable to verify continued eligibility, CONTRACTOR shall report the case to Child Care Coordinator for COUNTY investigation of the need for continued child care, but shall not terminate child care until the Child Care Coordinator verifies eligibility or non-eligibility.

6.2.13 Paper Case File – CONTRACTOR shall maintain a paper case file for each family found eligible for child care per Paragraph 5.2.2 and where a completed ST1-05 is returned.

6.2.13.1 CONTRACTOR may, at its discretion, maintain either a log or paper case file of cases found presumptively eligible per paragraph 5.2.2 and referred to CONTRACTOR for case management where a completed ST1-05 is never returned. Such log will show if an incomplete ST1-05 was returned by the participant, and CONTRACTOR returned the ST1-05 to the participant for completion.

6.2.13.2 CONTRACTOR shall maintain up-to-date records on all CalWORKs participants currently being served by CONTRACTOR under this contract. CONTRACTOR may maintain records by either case note entries or by inclusion of forms or other documents in the case file which contain the information, and shall not be required to duplicate information on forms and other documents in the case notes. A simple reference that a document was placed in the file shall be included in the case notes when essential and not obvious or expected from the context. CONTRACTOR case notes may be brief, provided that they include identification of any contact with the participant, provider, GSW or other party, title and organization of any "other party", relevant information provided by or manager, and the date of contact or event.

CONTRACTOR shall not be required to make extensive notes justifying actions and decisions of the case manager, but shall be required, during monitoring reviews, to explain any action or decision.

6.2.13.3 Paper case file records will include:

- A. Child Care Request (ST1-01),
- B. Child Care Services Agreement (ST1 -05),
- C. Licensed referrals provided to the participant, if any,
- D. Any recertification Child Care Services Agreements (ST1-05),
- E. Copy of NOAs authorizing child care (ST1-12) or denial of child care (ST1-11), and any other NOAs given or mailed to the participant,
- F. Printout of the IPRC GEARS screen, which includes the CalWORKs case name, case number, SSN, and name of district and/or GAIN region,
- G. Any and all documents signed by the participant,
- H. Other pertinent information, at CONTRACTOR's discretion,
- I. Copies of all forms which have been issued to the participant,
- J. Documentation from insurance carrier verifying that provider has current State required insurance

coverage, as specified in Section 6.2.8.9; bond or affidavit,

- K. Case notes with contacts, incidents, extensions of deadlines and actions or decisions of CONTRACTOR, per the description of case log above. CONTRACTOR may maintain case notes in electronic form instead of in the paper case file, as long as CONTRACTOR prints out a hard copy of any case upon COUNTY request.

6.2.14 COUNTY Caused Delay – If a delay in an authorization or change in authorization or re-authorization of any case is caused by COUNTY's failure to update GEARS or provide information or documents in a timely manner, because GEARS is out of service, or for any other COUNTY caused reason, CONTRACTOR shall not be charged Performance Requirements Summary points for that case based on timeliness of the authorization or timeliness of any other required action affected by the COUNTY caused delay.

### 6.3 Authorization or Denial of Non-Standard Cases

6.3.1 Retroactive Child Care Payments – CONTRACTOR shall authorize retroactive child care payment for up to 30 calendar days prior to the date the participant files a Child Care Request (ST1-01) with CONTRACTOR or COUNTY pursuant to Administrative Directive (AD) 4227 dated 7/21/03, (provided to CONTRACTOR prior to contract effective date) and any subsequent administrative directives which modify this directive.

6.3.2 Non-Cooperation of Participant – If the participant has not returned a completed Child Care Services Agreement (ST1-05), or participant has failed to complete and/or submit any of the other paperwork required by Sections 6.2.3, 6.2.4, 6.2.5, 6.2.7 and, 6.2.8 and subsections thereof, and/or 6.2.9, including required documentation, within the timelines specified in 6.2.3 and 6.2.6, CONTRACTOR shall deny the child care request using a Child Care Denial NOA (ST1-11).

6.3.3 Non-Availability of Child Care – CONTRACTOR shall identify CalWORKs participants for whom child care is not reasonably available and the reason(s) for the non-availability of such child care. Within two (2) business days of the date that such determination is made, CONTRACTOR shall refer the case to the GSW, document the referral in the paper case file and update GEARS. Non-availability of care shall include, but is not limited to:

- A. Lack of sufficient child care options to exercise parental choice;
- B. Geographic access limiting parental choice;
- C. Non-appropriateness of available child care for child's needs, including special needs.

#### 6.4 Changes in Child Care Authorizations and Re-authorizations of Child Care

6.4.1 Transfers Between CalWORKs Child Care CONTRACTORS – CONTRACTOR shall cooperate with other Stage 1 CONTRACTORS to transfer families without a break in child care services when families move their child care from one CONTRACTOR's service area to another, or need to transfer their child care for other legitimate reasons. CONTRACTOR shall immediately accept all such transfers from any other Stage 1 CONTRACTOR. The receiving CONTRACTOR must update GEARS with the new information within two (2) business days of the effective date of the transfer.

6.4.2 Changes in a Current Authorization – CONTRACTOR shall initiate action to make a change in a current authorization within two (2) business days of receiving a notification from a participant or COUNTY of the need to make a change in an authorization. CONTRACTOR shall effect changes in a current authorization as follows :

6.4.2.1 CONTRACTOR may effect extensions of a current authorization which results from obtaining a Welfare-to-Work activity actual start date, the filing of a Trustline application, or extension of the end date of an existing component by COUNTY by sending the participant a Change of Child Care Services NOA (ST1-14) form and sending the provider a Provider Notification (ST1-06), and filing copies of these forms in the case file or provider file, as appropriate. Such extension shall not authorize care for more than one calendar year from the date the existing authorization was granted. A new Child Care Service Agreement (ST1-05) would only be required if there are changes per Section 6.4.2.5.

6.4.2.2 CONTRACTOR may record changes in participant address or similar changes of information that do not affect child care payment amounts in the case notes. If the participant is using in-home exempt child care, CONTRACTOR shall require the participant to complete and return a new Health and Safety Certification Checklist, or a Declaration of Exemption, as applicable. No new Child Care Services Agreement is required until the next child care certification is due or other changes require completion of a new Child Care Services Agreement.

6.4.2.3 When an out-of-home exempt child care provider moves, CONTRACTOR shall require participants to complete and return a new Health and Safety Certification Checklist for the new home and a Trustline change of address form, or Declaration of Exemption, as applicable. No new Child Care Services Agreement is required until the next child care certification is due or other changes require completion of a new Child Care Services Agreement.

6.4.2.4 When a licensed provider moves, CONTRACTOR shall require the provider to provide a new license for the new location. No new Child Care Services Agreement is required until the next child care certification is due or other changes require completion of a new Child Care Services Agreement.

6.4.2.5 CONTRACTOR shall have the participant complete a new Child Care Services Agreement (ST1-05) form, including participant and provider signatures, if a change will result in a change of payment to the provider, or involves a change of providers. CONTRACTOR shall not be required to reassess participant eligibility (e.g., employment and/or training verifications, etc.), when there is no change in employment and/or training. If the change would result in a higher rate of payment, the higher rate will go into effect as of the effective date of the needed change.

When CONTRACTOR has been provided complete information regarding a change in circumstances which will result in a lower payment to the provider, CONTRACTOR shall issue a Change of Child Care Payment NOA (ST1-15) to the participant and a Provider Notification (ST1-06) form to the provider within four (4) business days. The lower rate shall be effective ten (10) calendar days after the date of mailing of the ST1-06.

6.4.3 Annual Re-authorization – CONTRACTOR shall re-evaluate and re-authorize participant's child care at least annually. The twelve-month period shall be counted from the date the current Child Care Authorization Notification (ST1-12) was issued. If a participant completes a new Child Care Services Agreement and CONTRACTOR reassess participant eligibility, this action starts a new twelve-month period.

6.4.4 Case Management Without Current Child Care Authorization - Child care cases shall be considered "open" and under the management of CONTRACTOR whether or not there is a current child care authorization until the case is closed per Section 6.5.6.

6.4.5 Reopening Child Care Cases – CONTRACTOR may reopen a previous child care case by either reopening the previous file, or by opening a new file, at CONTRACTOR's discretion. Whenever CONTRACTOR opens a new file, CONTRACTOR shall use any documentation from the previous file that is still valid.

## 6.5 Termination of Child Care and Closing of Cases

6.5.1 Termination Due to Trustline Report – Upon receipt of a Trustline report indicating that a provider's application has been closed, denied or revoked, CONTRACTOR shall immediately advise the participant to discontinue the use of that provider for child care, and advise them of the need to select other child care. Within two (2) business days, CONTRACTOR shall send a Change of Child Care Services NOA (ST1-14) to the participant, and a

Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments.

CONTRACTOR shall enter into the GEARS file of all license-exempt providers information that the Trustline application has been closed, denied or revoked.

- 6.5.2 Termination Due to Community Care Licensing Action – Upon written notification from Community Care Licensing that the license of a provider has been revoked or suspended, CONTRACTOR shall immediately advise the participant to not continue to utilize that provider for child care, and advise them of the need to select other child care. Within two (2) business days, CONTRACTOR shall issue a Change of Child Care Services NOA (ST1-14) to the participant, and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments.
- 6.5.3 Termination Due to Change in Participant Eligibility or Participant Lack of Need – Within two (2) business days of receiving a notice from COUNTY via GEARS that the participant is no longer eligible for child care, or CONTRACTOR otherwise learns that the participant is no longer eligible for child care, or participant informs CONTRACTOR verbally or in writing that they no longer need child care, CONTRACTOR shall send a Termination of Child Care Services NOA (ST1-13) to the participant, and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments. Verbal notifications shall be recorded in the case notes.
- 6.5.4 Termination at End of Authorization Period - If the child care need is ending concurrently with the end of the current authorization period, CONTRACTOR shall issue a Termination of Child Care Services NOA (ST1-13) to the participant and a Provider Notification (ST1-06) to the provider at least ten (10) calendar days prior to the termination date.
- 6.5.5 Non-Use of Child Care – If CONTRACTOR identified non-use of child care on one or more Provider Payment Requests (PPRs), or because the provider notifies CONTRACTOR that the participant is not using child care, CONTRACTOR shall attempt to contact the participant to determine if child care is still needed. If participant indicates that less child care is needed, CONTRACTOR shall reduce the authorization per second paragraph, Section 6.4.2.5. If participant indicates that child care is no longer needed, CONTRACTOR shall terminate child care per Section 6.5.3. If CONTRACTOR is unable to reach the participant, or if participant indicates a need for continued child care and a pattern of non-use continues, CONTRACTOR shall notify COUNTY as follows:
- 6.5.5.1 If the participant is on aid, CONTRACTOR shall notify the GSW via Transmittal Fax (ST1-07) or electronic GEARS alert, and COUNTY shall provide direction to the CONTRACTOR regarding continuation or termination of child care. If the GSW does not respond within five (5) calendar days, CONTRACTOR

shall follow Section 6.7 below and continue to pay the provider for child care. If directed to terminate child care, CONTRACTOR shall issue a Termination of Child Care Services NOA (ST1-13) and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments.

6.5.5.2 If the participant is off aid, CONTRACTOR shall notify the DPSS fraud unit and the Child Care Program Section. COUNTY shall provide direction to the CONTRACTOR regarding continuation or termination of child care. CONTRACTOR shall continue to pay the provider for child care until it receives COUNTY response.

6.5.6 Closing Cases – Cases shall be closed if one of the following events occur:

- A. Child care has been denied by issuing a Child Care Denial NOA (ST1-11).
- B. Child care is terminated pursuant to 6.5.3 or 6.5.4 above.
- C. Participant's case is transferred to another Stage 1 CONTRACTOR, another county, or another subsidized child care program, including CalWORKs Stage 2 child care.
- D. Participant is terminated from cash aid and does not have a current authorization for child care, or a new Child Care Request being processed, at the time the participant is terminated from cash aid.
- E. Participant has been terminated from cash aid for two years and has been receiving Stage 1 child care, at which time the participant is no longer eligible for child care in Stage 1.

6.6 Transfer to Stage 2 Child Care and Seamlessness with Stage 1

6.6.1 CONTRACTOR shall promptly transfer participants to CalWORKs Stage 2 child care, consistent with California Department of Education CalWORKs rules and regulations, including CCR, Title 5, Division 1, Chapter 19.5, when any of the following exist:

- 6.6.1.1 A participant enters a component that makes them eligible for Stage 2 child care, as defined by COUNTY;
- 6.6.1.2 A participant leaves cash aid, utilizes licensed or out-of-home exempt child care, and is otherwise eligible for Stage 2 child care, or;
- 6.6.1.3 A participant leaves cash aid and utilizes in-home exempt child care in Stage 1 and has been off cash aid for two years. If CONTRACTOR does not pay for in-home exempt child care in

Stage 2, CONTRACTOR shall notify in writing participants using in-home exempt child care, at the time they are terminated from cash aid, of this fact and their two year limited eligibility in Stage 1. Three months prior to reaching the two-year time limit, CONTRACTOR shall again notify the participant and the provider in writing of this date, on which Stage 1 payment for in-home child care will end, and the alternatives to continue subsidized child care services.

6.6.2 CONTRACTOR shall comply with CCR, Title 5, Division 1, Chapter 19.5, Section 18409 (d) which requires Stage 2 agencies to continue to transfer CalWORKs participants to Stage 2 regardless of CDE contracting funding level, until CDE directs the agency to stop transferring cases to Stage 2.

6.7 Procedure for Handling Unmet Requests for Information From COUNTY - Within thirty (30) calendar days of the effective date of this contract, COUNTY shall provide to CONTRACTOR an Administrative Issuance advising CONTRACTOR on procedures to follow whenever CONTRACTOR requests information or documents from COUNTY for case management purposes and does not receive a timely response.

CONTRACTOR shall document each of CONTRACTOR's communications to COUNTY pursuant to this Administrative Directive either by entry in case notes or hard copy documentation of communication placed in the case file.

The use of this procedure shall not extend the period for completion of a Child Care Services Agreement and the authorization or denial of child care, as defined in Sections 6.2.3 and 6.2.6.

6.8 County Notification of Changes – COUNTY shall notify CONTRACTOR in writing via a Transmittal Fax (ST1-07A) or a GEARS electronic alert within five (5) business days of any action which could affect the family's eligibility for child care services, including the days or number of hours care is needed. CONTRACTOR shall take appropriate action as specified in this Statement of Work within the appropriate timeline.

6.9 Standardized Case Management Requirements

6.9.1 Child Care Between Components – Participants who have been authorized for child care may request and continue to receive licensed child care for up to thirty (30) calendar days between components, between jobs, or between a component and a job in order to allow continuity of licensed child care, and to hold the space for the child in the licensed child care facility.

6.9.2 Notices of Action (NOA) – CONTRACTOR shall prepare timely, adequate and complete NOA's to CalWORKs participants as specified in this Statement of Work, using COUNTY provided NOA forms.



**7. PROVIDER PAYMENT SERVICES** – CONTRACTOR shall process Provider Payment Requests and pay Stage 1 CalWORKs child care providers.

7.1 Basic Payment System – CONTRACTOR shall use its own payment system, not GEARS, for generating and processing all Stage 1 PPRs and making all child care payments. The PPR form shall be a form common to all Stage 1 CONTRACTORS in the COUNTY, except for a space at the bottom of the form where CONTRACTOR may include information specific to CONTRACTOR.

7.1.1 CONTRACTOR shall send a PPR form prior to the beginning of each month or component period to each Stage 1 child care provider providing services, along with a self-addressed return envelope, an information sheet providing instructions for completing the PPR (short form) and the schedule for making payments to providers (as defined in Section 7.1.7 below). The instructions shall direct the provider to return the PPR after the end of the month, unless the authorized period ends during the month. The instructions shall include a statement that providers shall not complete any portion of the PPR prior to the actual delivery of care for a period (e.g., shall not complete the claimed payment for a week of a month prior to providing the care for that week).

7.1.2 Upon receipt, CONTRACTOR shall date stamp PPRs received from child care providers.

7.1.3 CONTRACTOR shall screen PPRs for completeness and shall return incomplete or improperly completed PPRs to the child care provider for completion or correction within five (5) business days of receipt. The returned PPR shall have a rejection notice attached clearly explaining the reason for rejection.

7.1.4 CONTRACTOR shall compare the invoiced amount to the authorized amount, and delete any invoiced amounts for periods when care was not authorized, and shall reduce any invoiced amount that exceeds the authorized amount for any part of the authorized period. If the invoiced amount, after any adjustments to the PPR, is different than the authorized amount, CONTRACTOR shall pay the lesser amount.

7.1.5 CONTRACTOR shall not be required to compare authorization days and hours or PPRs to pay check stubs or any other verification of actual hours worked, except as specified in Paragraph 6.2.7.5.

7.1.6 If a government agency or court has placed a garnishment on payments to a provider, CONTRACTOR shall have fourteen (14) calendar days to process and mail payment to the provider after receipt of a properly completed PPR, instead of making and mailing payment in accordance with the schedule in Section 7.1.7 below.

7.1.7 CONTRACTOR shall process and mail payments to all child care providers for the month, or shorter component period, within seven (7) business days after receipt of a properly completed PPR, including signatures of the participant and provider; except that CONTRACTOR

shall not make payments during the last three (3) business days of a month. CONTRACTOR shall process and mail payments for those PPRs received by CONTRACTOR the last three (3) business days of the month by the second (2<sup>nd</sup>) business day of the following month. This three day period of no payments allows for entry of all payment data into GEARS by the last day of the month. Changes in the payment schedule may be made with approval of CCA.

Payment shall be made in accordance with California Code of Regulations sections governing payments under the Regional Market Rate system of child care payments, DSS issued All-County Letters provided to CONTRACTOR by COUNTY, and COUNTY written directives, including, but not limited to, Administrative Directives.

- 7.1.8 Providers shall be paid in arrears except when advance payments are part of normal business practices of the provider and requested in writing. Such providers must provide CONTRACTOR with printed payment rules that document that the provider requires and actually receives advance payment from other non-subsidized families currently in their care. Adjustments to the advance payments as compared to the actual amount owed to provider for each month shall be handled by CONTRACTOR. If CONTRACTOR makes an advance payment per this section and for any reason the authorization period is subsequently reduced and CONTRACTOR is unable to secure repayment of the advance or any portion of the advance, the inability of CONTRACTOR to obtain such repayment shall not be considered a CONTRACTOR caused overpayment, as described in Section 7.2.7 and CONTRACTOR shall not be liable to repay to COUNTY the amount not repaid by the provider.
- 7.1.9 CONTRACTOR shall only pay valid PPRs for child care provided during the current COUNTY fiscal year and the immediate prior fiscal year.
- 7.1.10 CONTRACTOR shall comply with federal IRS reporting requirements for payments made to independent contractors.
- 7.1.11 If a participant has removed their child from care and is unavailable to sign the PPR, the provider may so indicate on the PPR. The CONTRACTOR shall sign such PPR in place of the participant to satisfy the participant signature requirement.
- 7.1.12 Within two (2) business days of a provider's request for a duplicate PPR, CONTRACTOR shall mail a duplicate PPR to the child care provider unless the provider and CONTRACTOR agree that the provider will pick up the form at CONTRACTOR's office.
- 7.1.13 CONTRACTOR shall maintain original PPRs that have been processed for payment, as an audit trail, for five (5) years following the date of service.
- 7.1.14 CONTRACTOR payment system shall be capable of issuing replacement payments, issuing retroactive payments, and stopping payment on lost or stolen payments at CONTRACTOR'S bank.

7.1.15 CONTRACTOR's payment system shall have the ability to pay hourly, daily, weekly or monthly rates, as well as make advance payments.

7.2 Overpayments, Underpayments and Replacement Checks

7.2.1 If an overpayment exists, CONTRACTOR must determine whether the overpayment was caused by participant failure to promptly notify CONTRACTOR of a change, provider error, administratively caused by CONTRACTOR's error or administratively caused by COUNTY error.

7.2.2 CONTRACTOR shall request voluntary repayment of any overpayment caused by a participant's inaccurate information or lack of information, or child care provider's inaccurate or lack of information, in accordance with CDSS policies and procedures.

7.2.3 CONTRACTOR may deduct a provider caused overpayment from any other child care payments due to the child care provider. CONTRACTOR shall initiate required forms and provider Notices to request the repayment or adjust from future payments. CONTRACTOR shall report to COUNTY, via the MMR, any inaccurate information or lack of information that results in an incorrect payment of child care services and shall take immediate and appropriate corrective action.

7.2.4 Overpayments that will not be repaid shall be reported in writing to the DOL within three (3) business days after the determination is made by CONTRACTOR that voluntary repayment will not be made by the participant or provider, and that CONTRACTOR does not have the ability to deduct the overpayment from a future payment to the provider.

7.2.5 In the event CONTRACTOR erroneously caused an underpayment to a child care provider or participant, CONTRACTOR shall, within five (5) business days of discovery and verification, generate a supplemental payment(s).

7.2.6 CONTRACTOR shall initiate an affidavit process for lost/non-received/stolen child care provider payments within three (3) business days of notification by the child care provider, or participant in the case of payments made to the participant. CONTRACTOR may decline to accept a request for a replacement check during the first five (5) business days after mailing any payment. The process shall include the following activities:

A. Receive request from child care provider for replacement of lost/non-received/stolen payment.

B. Mail or give a cover letter and affidavit to the child care provider.

C. Receive completed affidavit from child care provider.

- D. Review the affidavit for completeness and accuracy. Return any incomplete or inaccurate affidavits to the provider for correction.
- E. If affidavit is complete and accurate, complete CONTRACTOR section of the affidavit, approve and issue the replacement payment.
- F. File lost/non-received/stolen payment affidavit form and related documentation in the agency's files.
- G. If CONTRACTOR can place a stop payment on the original check, and determine that the original check has not already been paid by CONTRACTOR's bank, CONTRACTOR may eliminate steps B. through E. and shall issue a replacement payment. CONTRACTOR may establish a reasonable time period for replacing a check based on bank waiting periods and CONTRACTOR processing.
- H. If both the original check and the replacement check are cashed and CONTRACTOR is unable to recover the resulting overpayment from the provider, CONTRACTOR shall report this double payment on the Monthly Management Report. COUNTY will review the circumstances on a case-by-case basis. If COUNTY determines that CONTRACTOR has followed steps A. through E., or, alternatively, steps A. and G., and has attempted to recover the overpayment, per Section 7.2 above, COUNTY will reimburse CONTRACTOR for both the payments. CONTRACTOR shall also make a suspected fraud referral per Section 10 below.

7.2.7 In the event CONTRACTOR erroneously or negligently caused an overpayment to a child care provider, CONTRACTOR shall handle such overpayments as follows:

- A. If the overpayment is an amount that was not owed to the provider, CONTRACTOR may collect the overpayment from the provider.
- B. If the overpayment is an amount that is not owed to the provider and cannot be collected from the provider, it shall be counted as an "uncollected overpayment". CONTRACTOR shall be allowed an uncollected overpayment error rate of 2% of all payments for the fiscal year with no repayment obligation to the COUNTY. CONTRACTOR shall be responsible to repay the COUNTY for all uncollected overpayments which exceed the allowable error rate of 2%. Payments made pursuant to Sections 7.1.7 or 7.2.4 above shall not be counted as overpayments for purposes of this Subsection "B".
- C. CONTRACTOR shall notify COUNTY of all uncollected overpayments and the year-to-date amount of uncollected overpayments on each Monthly Management Report.
- D. Within sixty (60) calendar days of the end of each fiscal year CONTRACTOR shall reimburse COUNTY for all uncollected overpayments which exceed the 2% error allowance for the fiscal year.

- E. All overpayment documentation, including provider payment requests, computer screen printouts, overpayment notices, responses, etc., shall be retained in the participant paper case file, provider case file, or payment files, as appropriate.

### 7.3 GEARS Data Entry

7.3.1 Electronic data transfer – CONTRACTOR shall enter data on provider payments into GEARS by using an electronic data transfer system which has been approved by DPSS. Payment data shall be entered into the electronic data transfer system not later than 4:00 p.m. on the fourth (4<sup>th</sup>) business day after the check is printed; except that payments shall not be entered into the system during the last three business days of each month. CONTRACTOR shall not enter into GEARS data on provider payments for cases not known to GEARS. Data which shall be transmitted are: case number, participant ID (PID), child ID (CID), payment start date, payment end date, provider ID, AP agency number, payment amount and payment date.

CONTRACTOR, shall ensure that its data is transferred to the COUNTY before the last three (3) business days before the end of the month.

7.3.2 Payment adjustments – CONTRACTOR shall enter payment adjustments into GEARS through the MSOA screen rather than through the electronic data transfer system. CONTRACTOR and COUNTY may modify GEARS and the electronic data transfer system to accept payment adjustments in the future.

7.3.3 Rejected payment entries – CONTRACTOR may re-enter payment data which has been rejected by the electronic data transfer system either by using the MSOA screen or re-entering the payment data in the electronic data transfer system. For manual entries of rejected payments on GEARS on the last business day of the month, payment entry must be made before 5:00 p.m.

## 8. APPEALS AND HEARINGS

- 8.1 CONTRACTOR shall participate in conciliation, grievance, state and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. COUNTY shall provide CONTRACTOR notice of meetings at least three (3) business days prior to such meetings.
- 8.2 COUNTY shall notify CONTRACTOR in writing of pending litigation on any case. Cases in litigation must be retained by CONTRACTOR for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to COUNTY by CONTRACTOR.

- 8.3 Within 60 days of the start of this contract, COUNTY shall provide CONTRACTOR with an administrative release which gives CONTRACTOR directions and timeline information for implementing decisions of a hearing officer or the COUNTY ASH Unit, including any requirement to report to COUNTY action CONTRACTOR took to implement such decisions, and what CONTRACTOR should do if participant or provider does not cooperate with CONTRACTOR to resolve the hearing problem.

## **9. ADMINISTRATION OF STAGE 1 CHILD CARE, REPORTING TO DPSS**

### **9.1 Administration of Stage 1 Child Care**

- 9.1.1 Standardized Forms and Notifications – CONTRACTOR shall use county-wide standardized forms and notifications for participants and providers which have been approved by COUNTY where applicable. CONTRACTOR shall work with other Stage 1 CONTRACTORS to develop draft common forms for COUNTY approval whenever CONTRACTOR identifies a value in county wide standardization of a Stage 1 process or form.
- 9.1.2 Standardized Procedures – CONTRACTOR shall use county wide standardized procedures which have been approved by COUNTY where applicable. These procedures shall include, but not be limited to, provider payment rules, inter-agency transfers, and public complaint procedures. CONTRACTOR shall work with other Stage 1 CONTRACTORS to develop draft standardized procedures for COUNTY consideration whenever CONTRACTOR identifies a value in such standardization.
- 9.1.3 Notices of Action (NOA) – CONTRACTOR shall prepare timely, adequate and complete NOAs to CalWORKs participants, using COUNTY provided NOA forms. COUNTY shall notify CONTRACTOR in a timely manner of changes to any NOA. All NOAs shall be in all threshold languages, if that language is specified for CONTRACTOR's main office in Technical Exhibit 13.6. CONTRACTOR is not required to translate COUNTY forms, notices or NOAs.
- 9.1.4 Participant Information – CONTRACTOR shall inform COUNTY within three (3) business days via GEARS two-way alert (ST1-07) of any information relating to income, assets, and/or household composition changes provided to CONTRACTOR by a CalWORKs participant in the normal course of their interaction with the participant that could affect their grant or eligibility. This is not to be interpreted to mean that CONTRACTOR is to determine eligibility for assistance other than child care eligibility.
- 9.1.5 Meetings – CONTRACTOR shall attend meetings as needed to review the progress and integrity of the Stage 1 child care program as well as to resolve any problem identified by either CONTRACTOR or COUNTY which may arise during the term of this Contract.

COUNTY shall notify CONTRACTOR of the need to attend such meetings at least five (5) business days in advance of such meetings. CONTRACTOR may request meetings with COUNTY as needed with at least five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

## 9.2 Reporting to DPSS

COUNTY and CONTRACTOR may agree to modify the reports listed below:

9.2.1 Monthly Management Report - CONTRACTOR shall submit a Monthly Management Report (MMR), Attachment G to the CCA by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service.

9.2.2 Monthly Complaint Log - CONTRACTOR shall submit its Complaint Log, Technical Exhibit 13.4 to the CCA by the fifteenth (15<sup>th</sup>) calendar day of the month following the month of service.

9.2.3 GEARS Problem Reporting - CONTRACTOR shall immediately notify COUNTY's GEARS Contractor if any of the problems listed below exist. If the problem continues for more than thirty (30) minutes, CONTRACTOR shall also notify the DPSS Office of Information Technology (OIT). CONTRACTOR shall maintain a GEARS Problem Log, Technical Exhibit 13.5 of all problems reported, including GEARS Contractor and/or OIT responses, and shall submit the GEARS Problem Log to the CCA by the fifteenth (15<sup>th</sup>) day of the month following the month of service.

A. GEARS down time at CONTRACTOR site and the resulting impact on production.

B. Slow GEARS response time for inquiry and data entry and any resulting problems to CONTRACTOR's production.

C. Printer(s) performance problems.

9.2.4 Child Care Monthly Report, CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A)

CONTRACTOR shall ensure that data required for COUNTY to compile, complete and submit the Child Care Monthly Report, CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A) to the California Department of Social Services reaches COUNTY by the twelfth (12<sup>th</sup>) calendar day of the month following the report month, via the Child Care Alliance of Los Angeles.

9.2.5 Monthly CalWORKs Reports

CONTRACTOR shall ensure that Stage 1, 2 and 3 children, families and expenditure data required for COUNTY's mandated report to the Los Angeles County Board of Supervisors reaches COUNTY by the

twenty-fifth (25<sup>th</sup>) calendar day of the month following the report month, via the Child Care Alliance of Los Angeles.

#### 9.2.6 Timing Out Questionnaire, Stage One CalWORKs Child Care (CW 2197)

CONTRACTOR shall complete the "Timing Out Questionnaire, Stage One CalWORKs Child Care" (CW 2197) report semi-annually, as required by the California Department of Social Services (CDSS). This data is needed for a 30-month period defined by CDSS to estimate the funding necessary to serve former CalWORKs participants in Stage 3 child care after they have exhausted their 24 months of Stage 1 child care benefits.

CONTRACTOR shall provide actual and projected information on the number of children and families receiving Stage 1 child care who have reached or who will reach the end of their 24-month limit of child care services for which former CalWORKs participants are eligible. CONTRACTOR shall report this data separately for one-parent and two-parent families, and shall ensure that the data is received by the COUNTY by February 5<sup>th</sup> and August 5<sup>th</sup> of each year, as appropriate for the specified report period, via the Child Care Alliance of Los Angeles.

#### 9.2.7 Ad Hoc Reports

At various times, COUNTY may request child care data or other information from CONTRACTOR on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. CONTRACTOR shall provide the requested data, if available, to COUNTY in a mutually agreeable time period.

### 10. FRAUD REFERRALS

CONTRACTOR shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to CONTRACTOR prior to contract effective date) and any supplements or other issuances subsequently released. In those instances when COUNTY requests CONTRACTOR to make a fraud referral, (e.g., child care hotline referral, County Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS Child Care Program Section. A copy of all other fraud referrals initiated by CONTRACTOR shall also be provided to the DPSS Child Care Program Section. COUNTY shall provide the Child Care Alliance of Los Angeles with quarterly status reports on pending fraud investigations.

CONTRACTOR shall take the appropriate action to terminate child care cases/payments as required by Section 6.5, and make a fraud referral when the participant or child care provider admits to fraudulent activity that makes the case ineligible to child care benefits. In all other suspected fraud situations, CONTRACTOR shall make a fraud referral and wait for the COUNTY's direction on appropriate action to take on the child care case.



**11. CONTRACTOR QUALITY ASSURANCE SYSTEM, HOTLINE COMPLAINTS, CONTRACTOR PUBLIC COMPLAINT SYSTEMS**

11.1 Quality Assurance Plan - Under the predecessor contract, CONTRACTOR has provided and has in place a Quality Assurance Plan. Within ninety (90) days of the effective date of this contract, CONTRACTOR shall present to COUNTY a revised comprehensive Quality Assurance Plan, including both internal monitoring and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. CONTRACTOR shall work with other Stage 1 contractors to propose consistent monitoring methods in key areas, but may include monitoring components unique to CONTRACTOR. All monitoring records shall be provided to COUNTY upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in Technical Exhibit 13.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Monthly monitoring of case files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Monthly monitoring will include a focus on:
  - 1. Timeliness of authorizations.
  - 2. Accuracy of authorizations.
  - 3. Timeliness of payments to providers.
  - 4. Accuracy of payments to providers.
- C. Record keeping of all monitoring conducted by CONTRACTOR, identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
- D. Training plan for newly hired staff.
- E. Plans for re-training staff who are found to have above average levels of errors, including inaccuracy or timeliness of their work.
- F. Samples of forms to be used in monitoring.
- G. Samples or records to be maintained of staff training.

11.2 Hotline Complaints - COUNTY shall refer complaints related to Stage 1 and Stage 2 needing resolution received at COUNTY's child care hotline to CONTRACTOR in writing for resolution. CONTRACTOR shall notify COUNTY in writing of the resolution and forward the list of such to the Child Care Alliance of Los Angeles office. COUNTY shall prepare a monthly listing of hotline complaints referred to CONTRACTOR for resolution. Inquiries shall not be

considered complaints. Calls not referred to CONTRACTOR for resolution shall not be considered complaints.

- 11.3 Agency Received Complaints - CONTRACTOR shall maintain a Monthly Complaint Log, Technical Exhibit 13.4 of all complaints related to Stage 1 and Stage 2 received directly by CONTRACTOR. The log shall include complaints about providers, about the CONTRACTOR or about other parts of the CalWORKs program.

Complaints which indicate abuse, neglect or exploitation of children shall be referred by CONTRACTOR to the Department of Children and Family Services.

## **12. OUTREACH ACTIVITIES**

CONTRACTOR shall perform Outreach activities to families eligible for Stage 1 and/or Stage 2 CalWORKs child care to inform those families of the availability of child care, and how to access the services to the extent allowed by Outreach funding in CONTRACTOR's Fixed-Fee Budget.

CONTRACTOR will maintain listings in the "Yellow Pages" sections of the Pacific Bell and Verizon English telephone directories for all cities which it serves, and at least one directory for non-English languages identified as required for CONTRACTOR's main office in Technical Exhibit 13.6, to the extent allowed by Outreach funding in CONTRACTOR's Fixed-Fee Budget. COUNTY shall assist in contacts with Pacific Bell and Verizon, if necessary, to facilitate obtaining these listings.

Outreach activities may also include distribution of materials, presentations to community groups, participation in community events such as job fairs, health fairs, presentations to social agencies, radio announcements, and print media advertising.

**TECHNICAL EXHIBIT 13.1**  
**PERFORMANCE REQUIREMENTS**  
**SUMMARY CHART**

## **STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART**

### **13.1 Introduction**

The PRS displays the services that will be monitored by the COUNTY during the term of the agreement.

All listings of “Required Service” or “Standard” used in this PRS are intended to be consistent with the main body of the Contract and the Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that specifically defined in the main body of the Contract and Statement of Work. In any case of inconsistency between “Required Service” or “Standard” as stated in the main body of the Contract or Statement of Work and this PRS, the meaning in the main body or Statement of Work will prevail. If any “Required Service” or “Standard” seems to be created in this PRS which is not specifically set forth in the main body or Statement of Work, that “Required Service” or “Standard” will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

In monitoring CONTRACTOR’s performance, COUNTY staff will monitor to the detailed terms set forth in the Statement of Work and the PRS. If COUNTY wishes to reinterpret the CONTRACT and change work requirements, a negotiated change to the contract will be done per Part VII, Section 5, “Changes and Amendment of Terms” of the Contract. If CONTRACTOR believes that COUNTY staff have made interpretations that increase CONTRACTOR’s work or costs, CONTRACTOR’s Contract Manager shall contact the DPSS Contract Monitoring Division Chief and request a meeting to resolve the differences of contract interpretation.

### **13.2 Performance Requirements Summary Chart**

The PRS chart:

- 13.2.1 Lists the required services most critical to satisfactory contract performance (Column 1).
- 13.2.2 Identifies the performance indicator used to determine that the standards have been met (Column 2).
- 13.2.3 Defines the Standard of performance for each Required Service (Column 3).
- 13.2.4 Shows the Maximum Allowable Deviation from Perfect Performance (ADPP) for each Required Service that is allowed before COUNTY assesses Unsatisfactory Performance Indicator Points (Column 4).

## **STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART**

- 13.2.5 Shows the Monitoring Methods DPSS will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5).
- 13.2.6 Shows the monthly Unsatisfactory Performance Indicator Points to be assessed for exceeding the ADPP, for each listed contract requirement (Column 6). These indicators may serve as the baseline for assessing the need to terminate the Contract.

### **13.3 Quality Assurance**

COUNTY will monitor CONTRACTOR quarterly using the PRS and COUNTY Quality Assurance Surveillance Plan (QASP). The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 13.3.1 Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection. The random sampling chart found in Technical Exhibit 13.7, shall be used to determine the number of items sampled. COUNTY has the option of using a normal, medium, or small sample size.
- 13.3.2 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of the CONTRACTOR's performance;
- 13.3.3 Review of files and reports maintained by the CONTRACTOR;
- 13.3.4 Interviews/written surveys with Stage 1 Child Care participants and providers;
- 13.3.5 Validated complaints for DOLs and/or administrative staff, other agencies and other departments with which CONTRACTOR has a relationship; and
- 13.3.6 On-site evaluations.

### **13.4 Notices of County Review Findings**

- 13.4.1 Upon completion of a quarterly review, COUNTY shall provide CONTRACTOR a notice of the findings, including Case Discrepancy Reports, within ten work days.

## **STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART**

- 13.4.2 CONTRACTOR shall have ten work days to respond, including taking corrective action, to the findings and Case Discrepancy Reports. The ten work days will begin upon receipt of the findings by the CONTRACTOR. CONTRACTOR may ask for an extension of the time needed to respond and COUNTY shall not unreasonably deny such request.
- 13.4.3 COUNTY shall respond to CONTRACTOR's responses within ten work days. The response shall indicate the acceptability or non-acceptability of the response. In the case of non-acceptability, the COUNTY shall provide the CONTRACTOR with the reason the response is unacceptable.
- 13.4.4 CONTRACTOR shall have another ten work days to provide a final response, including corrective action. CONTRACTOR may request an in-person meeting to discuss its final response, which request COUNTY shall grant.
- 13.4.5 COUNTY shall have ten work days to respond to the final response. At such time, COUNTY will issue the final report of findings, errors, assessed penalty points, and assessment of financial deductions. Financial deductions will be deducted from the CONTRACTOR's next administrative/operational month payment.

### **13.5 Error Correction**

Any error or deviation from perfect performance which is detected by CONTRACTOR and corrected prior to discovery by the QAE will be considered cured and will not result in assessment of any UPI points. Timeliness errors cannot be cured. For overpayments, correction means the overpayment has been collected or is in the process of being collected or action has been taken to request the repayment of the overpayment.

### **13.6 Case Discrepancy Report**

When case errors are detected, a Case Discrepancy Report (Technical Exhibit 13.2) shall be issued as part of the Quarterly Monitoring Report issued to the CONTRACTOR. When such case errors are noted, the CONTRACTOR shall be required to respond to the Case Discrepancy Report.

- 13.6.1 The Case Discrepancy Reports shall cite the reason for the issuance, indicate the violated contract section, as referenced on the PRS, and indicate the time frame for rectification of the error noted.

## STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

- 13.6.2 CONTRACTOR shall review those cases cited for error, provide proof of corrective measures taken, and return the completed Case Discrepancy Report with supporting documentation attached by the due date specified on the Case Discrepancy Report.

### 13.7 Criteria for Acceptable or Unacceptable Performance

- 13.7.1 For areas measured by sampling, the sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following:

- **Allowable Deviation from Perfect Performance (ADPP)** - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
- **Lot Size** - the total number of units or services to be provided;
- **Sample Size** - the number of units to be checked in a given period; and
- **Acceptable/Rejection Numbers** - the numbers which indicate whether the lot is acceptable or unacceptable.

- .1 The ADPP for each sampling is taken from the PRS. The lot size is determined by how often CONTRACTOR performed a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

- .2 The UPI points assessed from the sample size shall be applied to the lot size. For example, a sample size of 125 selected items from a lot size of 2,000 with an ADPP of five percent (5%), allows for 6 acceptable discrepancies. If 8 discrepancies are found, the entire lot is considered unsatisfactory. A reduction factor of 10 will be applied to the assessment of UPI points in determining the total points assessed. For example, if 4 points per incident are to be assessed, the following formula is used:

- 8 (discrepancies) divided by 125 (sample size) = 6.4%
- 6.4% x 2,000 (lot size) = 128 (# of unacceptable discrepancies)
- 128/10 (reduction factor) x 4 (UPI points) = 51

## **STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART**

- 13.7.2 For areas not measured by sampling, UPI points will be applied as stated in the PRS Chart. For example, if reports are due on the 20<sup>th</sup> calendar day of the month, and a one day ADPP is allowed, UPI points will be assessed starting on the second day the report is late and applied to each day the report is late until it is received.

### **13.8 Remedy of Defects**

Regardless of findings of unsatisfactory service and assessment of UPI points, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

### **13.9 Unsatisfactory Performance Remedies**

When CONTRACTOR performance does not conform with the requirements of the Contract, COUNTY will have the option to apply the following non-performance remedies:

- 13.9.1 CONTRACTOR shall implement a formal corrective action plan, subject to approval by COUNTY, in response to a Contract Discrepancy Report (CDR). In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Evidence of curing the discrepancies in the CDR shall be in accordance with Section 1.4.6 of the Statement of Work.
- 13.9.2 COUNTY shall issue a CDR to CONTRACTOR when the UPI point total exceeds the .21 ratio threshold for all factors during any one month during the term of this Contract.
- 13.9.3 COUNTY shall issue a CDR to the contractor and invoke an assessment based on the following scale if the total UPI points to caseload ratio exceeds a threshold of .15 during a review quarter. A CDR and notice of assessment will be mailed to CONTRACTOR per Section VII, Paragraph 35 of this Contract.

The caseload ratio is determined by the total penalty points divided by the lot size (for this determination the lot size will be the monthly average authorizations for the quarter).



## STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

.16 - .20 = \$200	.41 - .45 = \$800
.21 - .25 = \$300	.46 - .50 = \$900
.26 - .30 = \$500	.51 - .60 = \$1,000
.31 - .35 = \$600	.61 - .65 = \$1,500
.36 - .40 = \$700	.66 or more = \$2,000

Example:

Lot Size	Penalty Points	Point to Caseload Ratio	Threshold = .15	Deduction
1,565	40	.03	.15	no deduction
591	160	.27	.15	\$500
1,859	462	.25	.15	\$300
2,452	412	.17	.15	\$200
1,112	216	.19	.15	\$200
136	23	.17	.15	\$200
878	132	.15	.15	no deduction
671	312	.46	.15	\$900 deduction

- 13.9.4 If CONTRACTOR exceeds the .31 ratio threshold during a review period, the provisions of Section 13.9.3 will apply and with the next Department of Public Social Services' Stage One Child Care periodic report, a notice will be sent to the Board of Supervisors.
- 13.9.5 COUNTY shall issue a Notice to Cure and a notice to the Board of Supervisors including recommendation of further remedial actions when the UPI point total exceeds the .51 ratio threshold for all factors during one review period during the term of this Contract. COUNTY and CONTRACTOR shall follow the steps below to resolve the Notice to Cure.
- .1 COUNTY will in all cases provide a thirty (30) business day written Notice to Cure.
  - .2 COUNTY and CONTRACTOR shall meet and confer within three (3) business days of CONTRACTOR's receipt of Notice to Cure.
  - .3 Within five (5) business days of the meet and confer, CONTRACTOR shall produce a plan of correction, specifying the action to be taken to cure and the time that said action will be completed. Such actions must be completed within a reasonable time as determined by COUNTY.
  - .4 COUNTY shall respond to the plan within three (3) business days of receipt thereof.

This Section, 13.0 does not preclude COUNTY's right to terminate this Contract, as provided for in Section VII of this Contract, Paragraph 45, Termination for Convenience of COUNTY.

### STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Collocation and Swift Communication Section 5.1.1, 5.1.2, 5.7	On-site collocation services provided daily.  Site visit services provided weekly.	Contractor collocation staff provide services on daily/weekly basis.	1 day per quarter, per collocated site with no collocated staff.  1 weekly visit per quarter not completed.	Site visits to collocated offices, discussion with Regional/District staff.  Surveys of site managerial staff.	*5 points per uncovered collocated site.  *3 points per visit not completed.
Determining Presumptive Eligibility Section 5.2.2 and 6.1	Presumptive eligibility (PE) correctly determined within 4 business days.	Child care requests are processed for PE timely and correctly, including issuing of letter notifying participant of PE or denial.	5.0%	Random sample of case files.  Lot size is monthly average ST1-01 forms for the quarter.	3 points per untimely and/or incorrect eligibility determination applied to agency that determined presumptive eligibility, not case management agency.
Referral for Licensed Child Care Section 6.2.2	Provide 4 confirmed referrals within 3 business days of receipt of participant's request by case manager except as provided in 6.2.2.2.	Documentation in case record showing 4 referrals to licensed child care providers provided within 3 business days of receipt of request. Additional referrals made as needed.	4.0%	Random sample of case files.  Lot size is number of referrals billed in the quarter.	3 points per untimely or insufficient number of referrals made.
Authorizing Child Care Services Sections 6.2.3 through 6.3	Child care authorizations are correctly determined, with required documentation on file.	Documentation in case files show child care was authorized correctly.	5.0%	Random sample of case files.  Lot size is monthly average ST1-01 forms for the quarter.	4 points per untimely and/or incorrect authorization determination.
Authorizing Child Care Services Sections 6.2.3 through 6.3	Child care authorizations are determined, timely with required documentation of timeliness on file.	Documentation in case files show child care was authorized timely.	10.0%	Random sample of case files.  Lot size is monthly average ST1-01 forms for the quarter.	2 points per untimely authorization determination.

<b>Required Service</b>	<b>Performance Indicator(s)</b>	<b>Standard(s)</b>	<b>Allowable Deviation from Perfect Performance</b>	<b>Monitoring Methods</b>	<b>Unsatisfactory Performance Indicator Points for Exceeding ADPP</b>
Reauthorizations of Child Care Services Section 6.4.2	Reauthorizations are completed accurately.	Documentation in case files show reauthorizations were completed accurately.	5.0%	Random sample of case files.	4 points per inaccurate reauthorization.
Reauthorizations of Child Care Services Section 6.4.2	Reauthorizations are completed timely.	Documentation in case files show reauthorizations were completed timely.	10.0%	Random sample of case files.	2 points per untimely reauthorization.
Termination of Child Care and Closing of Cases Section 6.5	Child care services are terminated promptly as required.	Child care services are terminated timely, with proper NOAs to participants and provider notifications completed.	5.0%	Random sample of case files.	3 points per termination not processed according to standard.
Provider Payments Section 7.1	Provider payments are accurate.	Provider payments are accurate.	5.0%	Random sample of files.  Lot size is monthly average number of provider payments made during the quarter.	4 points per payment not made accurately.
Provider Payments Section 7.1	Provider payments are timely.	Provider payments are timely.	10.0%	Random sample of files.  Lot size is monthly average number of provider payments made during the quarter.	2 points per payment not made timely.
Overpayments Section 7.2	Actions to collect overpayments are initiated timely and accurately.	Overpayment calculations are accurate and notifications to providers and participants to collect overpayment are initiated timely.	3%	Random sample	4 points per overpayment not processed correctly.

# STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

Technical Exhibit 13.1

Page 93

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Appeals and State Hearings Section 8.3	Contractor participates in conciliation, grievance and State Hearings.	Contractor participates as requested.	0%	Verified Complaint of Non-appearance or non-timely appearance.	*10 points per non-appearance or non-timely appearance.
	Contractor complies with State Hearing decisions timely and accurately per Section 8.3.	State Hearing decisions are processed timely and accurately.	3%	Complaints - Review of Compliance Actions	* 4 points per hearing compliance not processed timely and accurately.
Reports Section 9	Contractor's reports are submitted timely and accurately.	Contractor submits timely and accurate reports.	1 report may be 1 business day late each quarter.	100% review of reports.	* 5 points per business day late.
Fraud Referrals Section 10	Contractor makes timely and accurate fraud referrals.	Contractor submits complete and accurate fraud reports based on form submitted to COUNTY to WFP&I within time frames in Contract.	5.0%	100% on cases in which Contractor was directed by COUNTY to make fraud referral.	* 3 points per business day late, up to a maximum of 50 points.
			5.0%	Random sample of Contractor generated fraud referrals for completeness and accuracy.  Lot size is monthly average number of referrals during the quarter.	* 3 points per incomplete or inaccurate referral.
	CONTRACTOR responds to requests for additional information/ documentation timely.	CONTRACTOR responds to requests for additional information/documentation within timeframes specified in Administrative Directives.	5.0%	100% of complaints of untimely responses to requests for information from WFP&I.	*3 points per valid incident of untimely response.

\*Items not measured by sampling. Points assessed for each incident above the ADPP level.

**TECHNICAL EXHIBIT 13.2**  
**CASE DISCREPANCY REPORT**

## CASE DISCREPANCY REPORT (SAMPLE)

**TO:** \_\_\_\_\_, of: \_\_\_\_\_ Agency

**From:** \_\_\_\_\_, DPSS

**DISCREPANCY PROBLEM:**

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**Signature of CCA:** \_\_\_\_\_ **Report Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):**

If not acceptable, reason:

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**Signature of CCA:** \_\_\_\_\_ **Review Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR FOLLOW-UP ACTION:**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

**TECHNICAL EXHIBIT 13.3**  
**CONTRACT DISCREPANCY REPORT**

**CONTRACT DISCREPANCY REPORT (SAMPLE)**

**TO:** \_\_\_\_\_ , of: \_\_\_\_\_ Agency

**From:** \_\_\_\_\_, DPSS

**DISCREPANCY PROBLEM:**

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**Signature of CCA:** \_\_\_\_\_ **Report Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):**

**If not acceptable, reason:**

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**Signature of CCA:** \_\_\_\_\_ **Review Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **To Return By:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR FOLLOW-UP ACTION:**

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**Signature of Agency Contract Manager:** \_\_\_\_\_ **Response Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)



**TECHNICAL EXHIBIT 13.4**  
**MONTHLY COMPLAINT LOG**

STAGE 1 CHILD CARE CONTRACT

**MONTHLY COMPLAINT LOG**

REPORTING AGENCY: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_ STAFF PERSON COMPLETING REPORT: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>Date</b>	<b>Time Of Call</b>	<b>Complainant's Name</b>	<b>Provider I.D. No.</b>	<b>Primary Language</b>	<b>Explain Problem</b>	<b>Resolution</b>	<b>Staff Person</b>	<b>Time Spent</b>
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

NOTE: Contractor to attach a copy of this log to the Monthly Management Report.

**TECHNICAL EXHIBIT 13.5**

**GEARS PROBLEM LOG**

STAGE 1 CHILD CARE CONTRACT

GEARS PROBLEM LOG

REPORTING AGENCY: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

1. GEARS PROBLEM:

- Check one:
- 1. GEARS system down: \_\_\_\_\_
  - 2. Printer performance: \_\_\_\_\_
  - 3. Slow response time: \_\_\_\_\_

DATE OF PROBLEM	TIME DOWN AM/PM	TIME UP AM/PM	TOTAL DOWN TIME HOURS/MINUTES	REPORTED TO CSD (YES/NO)

2. DESCRIPTION OF PROBLEM AND IMPACT ON OPERATION

STAFF PERSON COMPLETING REPORT: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: Contractor to attach a copy of this log to the Monthly Management Report.

**TECHNICAL EXHIBIT 13.6**

**COLLOCATION STAFFING AND WORK HOURS**

**RITE/REP/AFLP OFFICES FOR SWIFT COMMUNICATIONS**

**AND**

**AGENCY MAIN OFFICE BILINGUAL/MULTILINGUAL CAPABILITIES**

**STAGE 1 CHILD CARE CONTRACT**

**COLLOCATED DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY SERVICING AGENCY/STAFF</b>		<b>BILINGUAL REQUIREMENTS</b>	<b>DAYS</b>	<b>HOURS*</b>
Florence #17 1740 E. Gage Ave. Los Angeles 90001	Crystal Stairs	1	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
Lancaster #34 349-B E. Avenue K-6 Lancaster 93535  GAIN REGION II - Antelope Valley Sub - Office 349 C East Ave., K-6 Lancaster 93535	CCRC	1	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.
GAIN REGION I 5200 W. Century Blvd. Los Angeles 90045	Crystal Stairs	2	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
GAIN REGION II 21415 Plummer St. Chatsworth 91311	CCRC	1	English/Spanish English/Armenian	M-F	7:00 a.m. - 4:00 p.m.
West Valley #82 21415 Plummer St. Chatsworth, 91311					
GAIN REGION II Palmdale Sub-Office 1050 E. Palmdale Blvd. Palmdale 93350	CCRC	1	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.

**STAGE 1 CHILD CARE CONTRACT**

**COLLOCATED DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY SERVICING AGENCY/STAFF</b>		<b>BILINGUAL REQUIREMENTS</b>	<b>DAYS</b>	<b>HOURS*</b>
GAIN REGION III 3216 N. Rosemead Blvd. El Monte 91731	Options	2	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION III Pomona Sub-Office 2255 N. Garey Ave. Pomona 91767	Pomona	2	English/Spanish	M-F	8:00 a.m.- 5:00 p.m.
GAIN REGION IV Exposition Park 3965 S. Vermont Ave. Los Angeles 90037	Crystal Stairs	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION IV Sub-Office 2910 W. Beverly Blvd. Los Angeles 90057	Crystal Stairs	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION V 2959 Victoria Street Rancho Dominguez 90221	CHS	5	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI 5460 Bandini Blvd. Bell 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI Belvedere Sub-Office 5445 E. Whittier Blvd. Los Angeles 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VII 3307 N. Glenoaks Blvd. Burbank 91504	CCRC	2	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.

\*Assigned hours may vary as directed by DPSS Office Head.

**STAGE 1 CHILD CARE CONTRACT**

**WEEKLY VISITS- DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY VISITING AGENCY*</b>
Glendale #02 4680 San Fernando Rd. Glendale 91204	CCRC
Pasadena #03 955 N. Lake Ave Pasadena 91104	Options
El Monte #04 3350 Aerojet Avenue El Monte 91731	Options
Cudahy #06 8130 S. Atlantic Ave. Cudahy 90201	MAOF
West Los Angeles #09 11390 W. Olympic Blvd. Los Angeles 90064	Crystal Stairs
East Valley #11 14545 Lanark St. Panorama City 91402	CCRC
Exposition Park #12 3833 S. Vermont Ave. Los Angeles 90007	Crystal Stairs
Metro Family #13 2615 S. Grand Ave. Los Angeles 90007	Crystal Stairs
Metro East #15 2855 E. Olympic Blvd. Los Angeles 90023	MAOF



**STAGE 1 CHILD CARE CONTRACT**

**WEEKLY VISITS - DPSS WORK LOCATIONS**

<b>DPSS DISTRICT</b>	<b>PRIMARY VISITING AGENCY*</b>
San Gabriel 3350 Aerojet Avenue El Monte 91731 #20	Options
Compton 211 E. Alondra Blvd. Compton 90220 #26	CHS
South Central 10728 S. Central Ave. Los Angeles 90059 #27	Crystal Stairs
South Family 17600 "A" S. Santa Fe Ave. Rancho Dominguez 90221 #31	CHS
Pomona 2040 W. Holt Ave. Pomona 91768 #36	Pomona USD
Metro North 2601 W. Wilshire Blvd. Los Angeles 90057 #38	MAOF
Norwalk 12727 Norwalk Blvd. Norwalk 90650 #40	CHS
Santa Clarita 27233 Camp Plenty Road Canyon Country 91351 #51	CCRC
Paramount 2961 East Victoria Rancho Dominguez 90221 #62	CHS
Lincoln Heights 4077 N. Mission Road Los Angeles 90032 #66	MAOF
Southwest Family 923 E. Redondo Blvd. Inglewood 90302 #83	Crystal Stairs

**STAGE 1 CHILD CARE CONTRACT**

**REFUGEE SERVICES PROVIDERS FOR RITE/REP PROGRAM**  
**WEEKLY VISITS**

<b>REFUGEE EMPLOYMENT PROGRAM CONTRACTORS</b>	<b>PRIMARY VISITING AGENCY*</b>
Armenian Evangelical Social Services Center (AESSC) 5250 Santa Monica Blvd., Ste. 204 Los Angeles 90029 RITE/REP	Crystal Stairs
Armenian Relief Society (ARS) 517 West Glenoaks Blvd. Glendale 91202 RITE/REP	CCRC
Chabad College of West Hollywood 5724 West 3 <sup>rd</sup> St., Ste. 314 Los Angeles 90036 RITE/REP	Crystal Stairs
Community Employment Project (CEP) 11550 West Rosecrans Norwalk 90650 RITE/REP	CHS
Community & Rehab. Ind. (CRI) 1500 East Anaheim St. Long Beach 90813 (Sub-cont. - CEP) RITE/REP	CHS
Economic & Employment Development Center (EEDC) 1710 S. Del Mar, Ste. 201 San Gabriel 91776 (Sub-cont. IILA) RITE/REP	Options
International Community Employment & Training Center 1400 S. Hayward Ave., Ste. 215 Los Angeles 90035 RITE/REP	Crystal Stairs

**STAGE 1 CHILD CARE CONTRACT**

**REFUGEE SERVICES PROVIDERS FOR RITE/REP PROGRAM**  
**WEEKLY VISITS**

<b>REFUGEE EMPLOYMENT PROGRAM CONTRACTORS</b>	<b>PRIMARY VISITING AGENCY*</b>
International Institute of Los Angeles (IILA) 3845 Selig Place Los Angeles 90035 RITE/REP	MAOF
Jewish Vocational Services (JVS) 6505 Wilshire Blvd., Ste. 200 Los Angeles 90048 RITE/REP	Crystal Stairs
Long Beach City College (LBCC) 1305 E. Pacific Coast Highway Long Beach 90806 RITE/REP	CHS
Los Angeles Unified School District (LAUSD) 1646 S. Olive St. Ste. 221 & 213 Los Angeles 90015 RITE/REP	Crystal Stairs
Pacific Asian Consortium in Employment (PACE) 1541 Wilshire Blvd., Ste. 502 Los Angeles 90012 RITE/REP	Options
Unified Vietnamese Community Council (UVCC) 709 North Hill St., # 3 & 5 Los Angeles 90012 RITE/REP	Options

\* The Primary Visiting Agency shall have “floater” staff that travel to the various indicated sites per DPSS Work Locations chart and Refugee Services Providers for RITE/REP Program chart, Technical Exhibit 9.6A. Floater staff shall visit each location no less than 1 hour per week.

CCRC - 1 allocated floater staff  
CHS - 1 allocated floater staff  
Crystal Stairs - 1 allocated floater staff  
MAOF - 1 allocated floater staff  
Options - 1 allocated floater staff

## STAGE 1 CHILD CARE CONTRACT

### AFLP OFFICES FOR SWIFT COMMUNICATIONS

<b>AFLP OFFICE SITE</b>	<b>AFLP LIAISON</b>	<b>SERVICING R&amp;R AGENCY</b>
El Nido Family Center 9302 S. Normandie Ave. Los Angeles 90047	Francesca Anello (323) 757-0101 FAX (323) 757-8434	Crystal Stairs
El Nido Family Center 12502 Van Nuys Blvd., Ste. 201 Pacoima 91331	Eugenia Castro (818) 896- 7776 FAX (834) 797-6329	CCRC
El Nido Family Center 406 Carson Plaza Dr., Ste. 106 Carson 90746	Laurie Alper (310) 768-8030 FAX (310) 768-8186	Crystal Stairs
El Nido Family Center 38345 30 <sup>th</sup> St., East, Ste. C Palmdale 93550	Rosemarie Molinado (805) 274-4192 FAX (805) 274-4199	CCRC
El Nido Family Center 10200 Sepulveda Blvd, Ste. 350 Mission Hills 91345	Anita Butler (818) 830-3646 FAX (818) 830-3654	CCRC
Foothill Family Services 2500 E. Foothill Pasadena 91101	Lorraine Williams (626) 564-1613 FAX (626) 564-1651	Options
Foothill Family Services 1720 W. Cameron Ave., Ste.100 West Covina 91709	Marsha Porshin (626) 338-9200 FAX (6262) 856-1560	Options
Foothill Family Service El Monte Office 11429 Valley Blvd. El Monte 91731	Nancee Lee-Allen (626) 442-8391 FAX (626) 442-8387	Options
Children's Hospital of L.A. Project Nateen 4610 Hollywood Blvd. Los Angeles 90027	Fabiola Ruiz (323) 669-5981 FAX (323) 913-1653	Crystal Stairs
Southern California Youth and Family Center 101 N. La Brea, Ste. 100 Inglewood 90301	Richard Onewneli (310) 671-1222 FAX (310) 671-0687	Crystal Stairs
Southern California Youth and Family Center 3545 Long Beach Blvd., Ste. 240 Long Beach 90807	Sandra Seymore (562) 989-4300 FAX (562) 989-4311	CHS
Altamed Health Services 249 E. Pomona Monterey Park 91754	Xochitl Ibarra (323) 722-8300 FAX (323) 722-9083	MAOF
Altamed Health Services 2476 South Atlantic Blvd. City of Commerce 90022	Phyllis Tran (323) 980-3061 FAX (323) 980-3067	MAOF

## STAGE 1 CHILD CARE CONTRACT

### AGENCY MAIN OFFICE BILINGUAL/MULTILINGUAL CAPABILITIES:

Each CONTRACTOR shall also maintain the following bilingual or multilingual language capabilities at its main office for this contract, including telephone access, as specified below. English and Spanish capability is required during all public access hours, as specified in the Statement of Work Section 1.5.1. Other language capabilities listed below are required from 8:00 a.m. to 4:00 p.m., Monday through Friday.

#### CCRC

- English
- Spanish
- Armenian

#### CCIS- Pasadena

- English
- Spanish

#### CFS

- English
- Spanish
- Korean
- Armenian

#### MAOF

- English
- Spanish

#### Connections

- English
- Spanish

#### CHS

- English
- Spanish
- Cambodian

#### Crystal Stairs

- English
- Spanish

#### Options

- English
- Spanish
- Vietnamese
- Cantonese
- Mandarin

#### City of Norwalk

- English
- Spanish

#### Pomona USD

- English
- Spanish

#### CCFS

- English
- Spanish

#### Drew CDC

- English
- Spanish

#### Int'l Institute of LA

- English
- Spanish

**TECHNICAL EXHIBIT 13.7**

**RANDOM SAMPLING CHART**

### SAMPLE SIZE CHART

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2 - 8	2	2	2
9 - 15	3	2	2
16 - 25	5	3	3
26 - 50	8	5	5
51 - 90	20	8	8
91 - 150	20	8	8
151 - 280	32	13	13
281 - 500	50	20	13
501 - 1,200	80	32	20
1,201 - 3,200	125	50	32
3,201 - 10,000	200	80	50

## ATTACHMENT B

BIDDER'S/OFFEROR'S EEO CERTIFICATION/  
BIDDER'S/OFFEROR'S NONDISCRIMINATION  
IN SERVICES CERTIFICATION



**BIDDER'S/OFFEROR'S EEO CERTIFICATION**


---

 Bidder's/Offeror's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION****(circle one)**

- |   |     |    |
|---|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment.  | Yes | No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force.  | Yes | No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups.   | Yes | No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

---

 Name and Title of Signer

---

 Signature

---

 Date

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**


---

 Bidder's/Offeror's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION**

- |  | <b>(circle one)</b> |    |
|--|---------------------|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes                 | No |
| 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes                 | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes                 | No |

---

 Name and Title of Signer

---

 Signature

---

 Date

ATTACHMENT C

INVITATION FOR BID/REQUEST  
FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

*Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT D

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT

## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

### **GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### **ACKNOWLEDGMENT OF EMPLOYER**

- ! I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- ! I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- ! I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- ! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

### **CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- !** *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- !** *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- !** *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- !** *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- !** *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contract Employee



ATTACHMENT E

CONTRACTOR BUDGET

**STAGE ONE CHILD CARE CONTRACTS****ESTIMATED COSTS****May 1, 2004 - June 30, 2006**

<b>CONTRACTOR</b>	<b>ESTIMATED CASE MANAGEMENT COSTS</b>	<b>COLLOCATION COSTS</b>	<b>OUTREACH COSTS</b>	<b>ESTIMATED 26-MONTH COSTS</b>
CCFS	\$ 4,512,038	\$ 0	\$ 25,714	\$ 4,537,752
CCIS	\$ 1,765,299	\$ 0	\$ 12,194	\$ 1,777,493
CCRC	\$ 8,078,266	\$ 598,648	\$ 44,174	\$ 8,721,088
CHS	\$ 5,201,962	\$ 807,764	\$ 37,232	\$ 6,046,958
City of Norwalk	\$ 463,188	\$ 0	\$ 3,250	\$ 466,438
Connections	\$ 777,379	\$ 0	\$ 6,136	\$ 783,515
Crystal Stairs	\$ 11,874,467	\$ 728,293	\$ 77,324	\$12,680,084
Drew CDC	\$ 3,196,972	\$ 0	\$ 20,020	\$ 3,216,992
Inter. Institute-LA	\$ 498,818	\$ 0	\$ 3,276	\$ 502,094
MAOF	\$ 4,473,169	\$ 340,041	\$ 28,054	\$ 4,841,264
Options	\$ 2,743,501	\$ 316,658	\$ 18,824	\$ 3,078,983
Pathways	\$ 3,025,301	\$ 0	\$ 20,540	\$ 3,045,841
Pomona USD	\$ 3,287,667	\$ 270,850	\$ 18,486	\$ 3,577,003
<b>TOTAL</b>	<b>\$ 49,898,027</b>	<b>\$ 3,062,254</b>	<b>\$ 315,224</b>	<b>\$53,275,505</b>

5/1/04

ATTACHMENT F

CONTRACTOR INVOICE FORMAT

## **CONTRACTOR MONTHLY INVOICE SUMMARY**

Agency Name:\_\_\_\_\_ No:\_\_\_\_\_

Report Month:\_\_\_ / \_\_\_ Fiscal Year:\_\_\_\_\_

Billing Date:\_\_\_/\_\_\_/\_\_\_

- |  |     |            |
|--|-----|------------|
| 1. Operational/Administrative Fee (From Page 2):                   |     | \$ - _____ |
| 2. Fixed Monthly Fee (Enter Contractor Monthly Fee):               |     | \$ _____   |
| 3. Outreach Activities (Attach documentation of expense):          |     | \$ _____   |
| 4. Operational/Administrative Section 1 Adjustments (From Page 4): | +   | \$ _____   |
|  | Or: | - \$ _____ |
| 5. Total Fees For Services (Sum of 1 through 4):                   |     | \$ _____   |
- 
- 

- |   |     |            |
|---|-----|------------|
| 6. Direct Provider Payment Reimbursement (From Page 3):   |     | \$ _____   |
| 7. Direct Provider Payment Reimbursement Adjust. (From Page 5):                                 | +   | \$ _____   |
|   | Or: | - \$ _____ |
| 8. Total Direct Provider Payment Reimbursement:<br>(Sum of 6 and 7, or subtraction of 7 from 6) |     | \$ _____   |

<b>FISCAL YEAR RECAP:</b>	<b>PROVIDER PAYMENTS:</b>	\$ _____
---------------------------	---------------------------	----------

<b>OPERATIONAL/ADMINISTRATIVE PAYMENTS:</b>	\$ _____
---	----------

Person Completing Invoice:\_\_\_\_\_

Contractor Authorized Signature:\_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

Date of Completion:\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## CONTRACTOR CURRENT MONTH OPERATIONAL / ADMINISTRATIVE INVOICE

Agency Name:\_\_\_\_\_ No:\_\_\_\_\_

Report Month:\_\_\_ / \_\_\_ Fiscal Year:\_\_\_\_\_

Billing Date:\_\_\_/\_\_\_/\_\_\_

Authorizations	Referral w/o Authorizations	Sub-Total	Pay Point Rate	Total
----------------	--------------------------------	-----------	----------------------	-------

1. GEARS Cases: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

2. EXEMPT  
Not on GEARS: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

3. LICENSED-  
Not on GEARS: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

4. ASE - On Aid: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

5. ASE - Off Aid: \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

**TOTAL:** \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_ X \$ 124.58 = \$ \_\_\_\_\_

**NOTE:** Do not include retroactive authorizations on this page.  
Enter retroactive authorizations on Page 4.

Person Completing Invoice:\_\_\_\_\_

Contractor Authorized Signature:\_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

Date of Completion:\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**CONTRACTOR CURRENT MONTH DIRECT PROVIDER PAYMENT**  
**INVOICE**

Agency Name: \_\_\_\_\_ No: \_\_\_\_\_  
Report Month: \_\_\_\_/\_\_\_\_ Fiscal Year: \_\_\_\_\_ Billing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

DIRECT PROVIDER PAYMENT	INVOICE AMOUNT
----------------------------	-------------------

1. GEARS Cases: \$ \_\_\_\_\_

2. Exempt-Not on GEARS: \$ \_\_\_\_\_

3. Licensed-Not on GEARS: \$ \_\_\_\_\_

4. ASE - On Aid: \$ \_\_\_\_\_

5. ASE - Off Aid: \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

**NOTE:** Include all direct provider payments entered into GEARS in the Report Month. Include payments made as part of a retroactive authorization.

Person Completing invoice: \_\_\_\_\_

Contractor Authorized Signature: \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_ Date of Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR OPERATIONAL/ADMINISTRATIVE SECTION I**  
**INVOICE ADJUSTMENT PAGE**

Agency Name: \_\_\_\_\_ No.: \_\_\_\_\_ Date: \_\_\_\_\_

Report Month: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

ADDITIONAL RETROACTIVE OR ADJUSTMENTS	Retroactive Authorizations (Total Month)	+/- Adjustments	Total	Rate	+/- Payment	Total Payment
---	--	--------------------	-------	------	-------------	------------------

1. GEARS Cases \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$124.58 +/- \$ \_\_\_\_\_

2. Exempt-Not on  
GEARS \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$124.58 +/- \$ \_\_\_\_\_

3. Licensed-Not on  
GEARS \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$124.58 +/- \$ \_\_\_\_\_

4. ASE - On Aid \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$124.58 +/- \$ \_\_\_\_\_

5. ASE - Off Aid \_\_\_\_\_ +/- \_\_\_\_\_ = \_\_\_\_\_ x \$124.58 +/- \$ \_\_\_\_\_

**TOTAL:** \_\_\_\_\_ \$ \_\_\_\_\_

1. Circle "+" or "-" on each line.
2. Attach a separate list, or enter on the Monthly Activity Report, each retroactive authorization or adjustments. Group by month (i.e. list all January changes then list all February, etc.)
3. Retroactive cases:
  - a. Agencies can only bill for one month of retroactive case management except for "B".
  - b. If a parent provides documentation, per the DPSS Administrative Directive, for two or more months of retroactive child care, the agency can invoice DPSS for a maximum of two months retroactive case management.

Person Completing Invoice: \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_

**CONTRACTOR DIRECT PROVIDER PAYMENT**  
**INVOICE ADJUSTMENT PAGE**

Agency Name: \_\_\_\_\_ No.: \_\_\_\_\_ Date: \_\_\_\_\_

Report Month: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Billing Date: \_\_\_\_\_

O/P and U/P and CORRECTIONS OF DIRECT PROVIDER PAYMENTS	Underpayment and upward adjustments	Overpayments and downwards adjustments	+/- Payment	Total Payment
--	---	---	-------------	------------------

1. GEARS Cases                    + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =    +/-    \$ \_\_\_\_\_

2. Exempt-Not on  
GEARS                               + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =    +/-    \$ \_\_\_\_\_

3. Licensed-Not on  
GEARS                               + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =    +/-    \$ \_\_\_\_\_

4. ASE - On Aid                   + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =    +/-    \$ \_\_\_\_\_

5. ASE - Off Aid                   + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =    +/-    \$ \_\_\_\_\_

**TOTAL:**                               + \$ \_\_\_\_\_ - \$ \_\_\_\_\_ =                               +/- \$ \_\_\_\_\_

- NOTES:
1. If total is positive, (+) COUNTY owes CONTRACTOR this amount for direct provider payments. If total is negative (-) CONTRACTOR owes COUNTY this amount for overpayments.
  2. Attach a list of all overpayments/underpayments and adjustments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment, increased payments and decreased payments.
  3. Do not show retroactive payments on this form. Retroactive payments are included on the CONTRACTOR CURRENT MONTH INVOICE for the month in which the check was actually issued (page 3).

Person Completing Invoice: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**CONTRACTOR FINAL FISCAL YEAR INVOICE**  
**SUMMARY PAGE**

Agency Name: \_\_\_\_\_ No.: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Billing Date: \_\_\_\_\_

1. Increase/Decrease in Operational/Administrative Fee (from Page 8B): \$+/- \_\_\_\_\_
2. Increase/Decrease in Fixed Monthly Fee (Attach memo explaining and giving details of any change from monthly invoices): \$+/- \_\_\_\_\_
3. Increase/Decrease in Outreach Activities (Attach memo explaining and giving details of any change from monthly invoices): \$+/- \_\_\_\_\_
4. Total Increases/Decreases in Fees for Services (Sum of 1 - 3): \$+/- \_\_\_\_\_
5. Increase/Decrease in Direct Provider Payment Reimbursement (From Page 9B): \$+/- \_\_\_\_\_

**NOTE: Do not leave this page blank, enter "0" if there is no change in billing from monthly invoices.**

Person Completing Invoice: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR FINAL FISCAL YEAR INVOICE**  
**OPERATIONAL/ADMINISTRATIVE FEE CHANGES**

Agency Name: \_\_\_\_\_ No.: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Person Completing: \_\_\_\_\_

I. Operational/Administrative Fee Changes:

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____
July	\$	_____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Itemize corrections, by month, by attaching copies of revised invoices and "additional cases retroactive corrections page" (Page 4) for each corrected month. Enter "0" if there is no final correction for a month. Enter the amount of increase/decrease ONLY if there is a correction.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____
July	\$+/-	_____

Total of all corrections \$+/- \_\_\_\_\_

REVISED TOTAL (A +/- B):

\$ \_\_\_\_\_

**CONTRACTOR FINAL FISCAL YEAR INVOICE**  
**DIRECT PROVIDER PAYMENTS**

Agency Name: \_\_\_\_\_ No.: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ Person Completing \_\_\_\_\_

II. Direct Provider Payment Changes:

A. Previously Invoiced Amounts:

July	\$	_____
August	\$	_____
September	\$	_____
October	\$	_____
November	\$	_____
December	\$	_____
January	\$	_____
February	\$	_____
March	\$	_____
April	\$	_____
May	\$	_____
June	\$	_____
July	\$	_____

B. Final Invoice Corrections - Change not previously reported on a monthly corrections page. Attach a revised page 5 for each month in which there is a correction. Also, itemize changes by month by attaching a list of all overpayments, underpayments, corrections or additional provider payments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment and the amount of increase/decrease. Enter "0" if there is no final correction for a month.

July	\$+/-	_____
August	\$+/-	_____
September	\$+/-	_____
October	\$+/-	_____
November	\$+/-	_____
December	\$+/-	_____
January	\$+/-	_____
February	\$+/-	_____
March	\$+/-	_____
April	\$+/-	_____
May	\$+/-	_____
June	\$+/-	_____
July	\$+/-	_____

Total of all corrections \$+/- \_\_\_\_\_

REVISED TOTAL (A +/- B):

\$ \_\_\_\_\_

## ATTACHMENT G

### MONTHLY MANAGEMENT REPORT

## MONTHLY MANAGEMENT REPORT

AGENCY NAME: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_

DATE: \_\_\_\_\_

Age Groups	Under 1	1	2	3-4	5-10	11-12	13-18	TOTAL
Number of Children by Age Receiving Services:								
-- Licensed Care								
-- License-Exempt Care								
Direct Provider Payments by Age Group								
-- Licensed Care								
-- License-Exempt Care								
Number of Children by Age Not Receiving Services:								
-- No Provider								
-- Non-Traditional Work Hrs.								
-- No Funding Available								
-- No Transportation								
-- Other								
Number of Families Receiving Services:								
Number of Families Receiving Payments:								

STAFF PERSON COMPLETING REPORT: \_\_\_\_\_

## MONTHLY MANAGEMENT REPORT

### Additional Reporting:

Report Month:

Date:

Total for the month - as of the end of the Report Month.

Number of Cases Provided Referrals:

Number of Cases with New Authorizations:

Number of Cases Denied Eligibility by CONTRACTOR:

Number of Children Transferred to Stage 2 Child Care:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Percentage of Such Overpayments\*

Number of Participant  
Caused Overpayments:

\_\_\_\_\_

\$

\_\_\_\_\_

%

Number of CONTRACTOR

Caused Provider Overpayments

\_\_\_\_\_

\$

\_\_\_\_\_

%

**Note: The following forms must be attached to this report:**

1. Monthly Complaint Log
2. GEARS Problem Log
3. Agency Invoice

\* Divide Total dollar amount of overpayments by the total direct provider payments actually paid in the month (from Step II of the invoice).

**STAGE 1 CHILD CARE CONTRACT**  
**MONTHLY ACTIVITY REPORT**

Date: \_\_\_\_\_  
Page No: \_\_\_\_\_

**CHILD CARE PROVIDER ISSUANCES: MONTH \_\_\_\_\_/YEAR \_\_\_\_\_**

(1) and (2) (3)

CASE NAME	Case Name		Child Name		Provider I.D. Number	Provider Name		Date Paid	Accrual Period	Actual Amount

\_\_\_\_\_  
CONTRACT MANAGER SIGNATURE                      DATE

- Note:
- 1. Alphabetically list by Section; GEARS cases, Exempt-Not on GEARS, Licensed-Not on GEARS, ASE-On Aid, ASE-Off Aid. Subtotal each of the five sections and provide grand total.
  - 2. In each Section, list alphabetically by parent's last name.
  - 3. Enter the actual payment amount for the period. If there is a deduction for a prior collectible overpayment, or an addition for a prior underpayment, show all overpayment collections and underpayment additions in a separate Section at the end of the report.
  - 4. Attach a separate Monthly Activity Report for Non-needy Caretaker Project cases.

## ATTACHMENT H

### INTERNAL REVENUE NOTICE 1015

Website access:

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>





Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2003)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4, Employee's Withholding Allowance Certificate**.

**Note:** You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The **IRS Form W-2, Wage and Tax Statement**, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the **IRS Form W-2**.
- **Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC)**.
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in **Notice 797**. For more detailed information, the employee needs to see the 2003 instructions for **Form 1040, 1040A, 1040EZ**, or **Pub. 596, Earned Income Credit (EIC)**.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5, Earned Income Credit Advance Payment Certificate**. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15), Employer's Tax Guide**.

**Notice 1015**  
(Rev. 12-2003)



## ATTACHMENT I

### ZIP CODES SERVED BY EACH R&R/APP

**CalWORKs CHILD CARE  
ZIP CODE LIST OF AREAS SERVED BY RESOURCE AND  
REFERRALS AND ALTERNATE PAYMENT PROVIDERS AGENCIES**

1. CENTER FOR COMMUNITY AND FAMILY SERVICES  
**37 East Villa Street**  
**Pasadena, CA 91103**

SERVICE AREA BY ZIP CODES

90262, 90280, 90723, 90220, 90221, 90222, 90240, 90241, 90242, 90274, 90501, 90502, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510, 90710, 90717, 90745, 90746, 90747.

2. CHILD CARE INFORMATION SERVICES  
**2698 Matero Blvd.**  
Pasadena, CA 91107

SERVICE AREA BY ZIP CODES

91001, 91006, 91007, 91010, 91011, 91016, 91024, 91030, 91101, 91103, 91104, 91105, 91106, 91107, 91108, 91124, 91125, 91126.

3. CHILD CARE RESOURCE CENTER  
16650 Sherman Way, Suite 200  
Van Nuys, CA 91406

SERVICES AREA BY ZIP CODES

91020, 91040, 91402, 91046, 91200, 91201, 91202, 91203, 91204, 91205, 91206, 91207, 91208, 91209, 91210, 91214, 91301, 91302, 91303, 91304, 91305, 91306, 91307, 91308, 91309, 91310, 91311, 91313, 91316, 91321, 91322, 91323, 91324, 91325, 91326, 91328, 91330, 91331, 91333, 91335, 91340, 91341, 91342, 91343, 91344, 91345, 91346, 91350, 91351, 91352, 91353, 91354, 91355, 91356, 91360, 91361, 91362, 91364, 91365, 91367, 91371, 91376, 91380, 91381, 91383, 91384, 91385, 91386, 91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410, 91411, 91412, 91413, 91416, 91423, 91436, 91501, 91502, 91503, 91504, 91505, 91506, 91507, 91510, 91523, 91601, 91602, 91603, 91604, 91605, 91606, 91607, 91608, 91609, 91615, 91616, 93243, 93510, 93532, 93534, 93535, 93536, 93539, 93543, 93544, 93550, 93551.

4. CHILDREN'S HOME SOCIETY OF CALIFORNIA  
4001 Via Oro Avenue, Suite 100  
Long Beach, CA 90810

SERVICE AREA BY ZIP CODES

90650, 90651, 90701, 90704, 90706, 90707, 90712, 90713, 90715, 90716, 90731, 90732, 90744, 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813, 90814, 90815, 90822, 90840, 90846.

5. CONNECTIONS FOR CHILDREN  
2701 Ocean Park Blvd., Suite 253  
Santa Monica, CA 90405

SERVICE AREA BY ZIP CODES

90024, 90025, 90034, 90035, 90045, 90049, 90064, 90066, 90067, 90077, 90230, 90231, 90245, 90254, 90265, 90266, 90272, 90277, 90278, 90290, 90291, 90292, 90293, 90401, 90402, 90403, 90404, 90405, 90406.

6. CRYSTAL STAIRS, INC  
650 West Adams Blvd., Suite 100  
Los Angeles, CA 90007

SERVICE AREA BY ZIP CODES

90007, 90008, 90009, 90015, 90016, 90018, 90037, 90043, 90044, 90047, 90056, 90058, 90062, 90247, 90248, 90249, 90250, 90260, 90261, 90301, 90302, 90303, 90304, 90305.

7. DREW CHILD DEVELOPMENT, INC.  
1770 East 118<sup>th</sup> Street  
Los Angeles, CA 90059

SERVICE AREA BY ZIP CODES

90001, 90002, 90003, 90011, 90059, 90061.

8. INTERNATIONAL INSTITUTE OF LOS ANGELES  
3845 Selig Place  
Los Angeles, CA 90031

SERVICE AREA BY ZIP CODES

90031, 90033, 91755.

9. MEXICAN-AMERICAN OPPORTUNITY FOUNDATION  
401 North Garfield Avenue  
Montebello, CA 90640

SERVICE AREA BY ZIP CODES

90022, 90023, 90032, 90040, 90063, 90201, 90255, 90270, 90640, 90660, 90670, 91754.

10. NORWALK

11929 Alondra Blvd  
Norwalk, CA 90650

SERVICE AREA BY ZIP CODES  
90650

11. OPTIONS

100 North Citrus Street, Suite 300  
West Covina, CA 91791

SERVICE AREA BY ZIP CODES  
90601, 90602, 90603, 90604, 90605, 90606, 90607, 90631, 90638, 90639, 91702,  
91706, 91731, 91732, 91733, 91770, 91775, 91776, 91780, 91801, 91803.

12. PATHWAYS

3550 West 6<sup>th</sup> Street, Suite 500  
Los Angeles, CA 90020

SERVICE AREA BY ZIP CODES  
90004, 90005, 90006, 90010, 90012, 90013, 90014, 90017, 90019, 90020, 90021,  
90026, 90027, 90028, 90029, 90036, 90038, 90039, 90041, 90042, 90046, 90048,  
90057, 90065, 90068, 90069, 90071, 90210, 90211, 90212.

13. POMONA UNIFIED SCHOOL DISTRICT

1460 East Holt Blvd., Suite 130  
Pomona, CA 91767

SERVICE AREA BY ZIP CODES  
91711, 91722, 91723, 91724, 91740, 91744, 91745, 91746, 91747, 91748, 91749,  
91750, 91765, 91766, 91767, 91768, 91733, 91789, 91790, 91791, 91792, 91793

## ATTACHMENT J

### SAFELY SURRENDERED BABY FACT SHEET



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**NO shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**No shame.**

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*





**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(*Health and Human Services Agency*)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(*Department of Social Services*)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

**Sin pena.**  
**Sin culpa.**  
**Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

## **STAGE 1 CHILD CARE SERVICES CONTRACT**

### **CONTRACTORS**

- 1. Center for Community & Family Services (CCFS)  
565 N. Rosemead Blvd.  
Pasadena, CA 91107**
- 2. Child Care Information Services (CCIS)  
2698 Mataro Street  
Pasadena, CA 91107**
- 3. Child Care Resource Center (CCRC)  
16650 Sherman Way, Suite 200  
Van Nuys, CA 91406**
- 4. Children's Home Society (CHS)  
1300 West Fourth Street  
Los Angeles, CA 90017**
- 5. City of Norwalk  
11929 Alondra Boulevard  
Norwalk, CA 90650**
- 6. Connections for Children  
2701 Ocean Park Boulevard, Suite 253  
Santa Monica, CA 90405**
- 7. Crystal Stairs, Inc.  
650 West Adams Boulevard, Suite 100  
Los Angeles, CA 90007**
- 8. Drew Child Development Corp.  
1770 East 118<sup>th</sup> Street  
Los Angeles, CA 90059**
- 9. International Institute of Los Angeles  
3845 Selig Place  
Los Angeles, CA 90031**
- 10. Mexican-American Opportunity Foundation (MAOF)  
401 North Garfield Avenue  
Montebello, CA 90640**
- 11. Options  
100 N. Citrus Street, Suite 300  
West Covina, CA 91791**

**STAGE 1 CHILD CARE SERVICES CONTRACT**  
**CONTRACTORS**

- 12. Pathways**  
**3550 West 6<sup>th</sup> Street, Suite 500**  
**Los Angeles, CA 90020**
- 13. Pomona Unified School District (PUSD)**  
**1460 East Holt Boulevard, Suite 130**  
**Pomona, CA 91767**

**STAGE 1 CHILD CARE CONTRACTS****ESTIMATED COSTS****May 1, 2004 - June 30, 2006**

<b>CONTRACTOR</b>	<b>ESTIMATED CASE MANAGEMENT COSTS</b>	<b>COLLOCATION COSTS</b>	<b>OUTREACH COSTS</b>	<b>ESTIMATED 26-MONTH COSTS</b>
CCFS	\$ 4,512,038	\$ 0	\$ 25,714	\$ 4,537,752
CCIS	\$ 1,765,299	\$ 0	\$ 12,194	\$ 1,777,493
CCRC	\$ 8,078,266	\$ 598,648	\$ 44,174	\$ 8,721,088
CHS	\$ 5,201,962	\$ 807,764	\$ 37,232	\$ 6,046,958
City of Norwalk	\$ 463,188	\$ 0	\$ 3,250	\$ 466,438
Connections	\$ 777,379	\$ 0	\$ 6,136	\$ 783,515
Crystal Stairs	\$ 11,874,467	\$ 728,293	\$ 77,324	\$12,680,084
Drew CDC	\$ 3,196,972	\$ 0	\$ 20,020	\$ 3,216,992
Inter. Institute-LA	\$ 498,818	\$ 0	\$ 3,276	\$ 502,094
MAOF	\$ 4,473,169	\$ 340,041	\$ 28,054	\$ 4,841,264
Options	\$ 2,743,501	\$ 316,658	\$ 18,824	\$ 3,078,983
Pathways	\$ 3,025,301	\$ 0	\$ 20,540	\$ 3,045,841
Pomona USD	\$ 3,287,667	\$ 270,850	\$ 18,486	\$ 3,577,003
<b>TOTAL</b>	<b>\$ 49,898,027</b>	<b>\$ 3,062,254</b>	<b>\$ 315,224</b>	<b>\$53,275,505</b>

5/1/04

76R 352M 11/83

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 140  
No.

DEPARTMENT OF Public Social Services

03/09

2004

## AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFOR

3-VOTES

## SOURCE:

Public Social Services  
Other Charges  
A01-SS-25900-5500  
\$11,000,000

## USES:

Public Social Services  
Services and Supplies  
A01-SS-25900-2000  
\$11,000,000

## JUSTIFICATION:

The appropriation adjustment is necessitated by technical fiscal requirements which require payment of the child care administrative costs, currently budgeted in Other Charges, out of Services and Supplies.

  
Otto Solorzano, Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF  
ADMINISTRATIVE OFFICER FOR—


ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

March 12 2004

  
DAVID E. HANSEN  
CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

20

No. 227

MARCH 9 2004

BY